

# Exhibit 4 (Part 1)

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EX-10 2 qs7ssfinal.htm EX 10.1

Execution Copy

RESIDENTIAL ACCREDIT LOANS, INC.,  
Company,  
RESIDENTIAL FUNDING COMPANY, LLC,  
Master Servicer,  
and  
DEUTSCHE BANK TRUST COMPANY AMERICAS,  
Trustee  
SERIES SUPPLEMENT,  
DATED AS OF MAY 1, 2007,  
TO  
STANDARD TERMS OF  
POOLING AND SERVICING AGREEMENT  
dated as of May 1, 2007  
Mortgage Asset-Backed Pass-Through Certificates  
Series 2007-QS7

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Appendix I: Definition of REMIC I X Principal Reduction Amounts

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This is a Series Supplement, dated as of May 1, 2007 (the "Series Supplement"), to the Standard Terms of Pooling and Servicing Agreement, dated as of May 1, 2007 and attached as Exhibit Four hereto (the "Standard Terms" and, together with this Series Supplement, the "Pooling and Servicing Agreement" or "Agreement"), among RESIDENTIAL ACCREDIT LOANS, INC., as the company (together with its permitted successors and assigns, the "Company"), RESIDENTIAL FUNDING COMPANY, LLC, as master servicer (together with its permitted successors and assigns, the "Master Servicer"), and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee (together with its permitted successors and assigns, the "Trustee").

## PRELIMINARY STATEMENT:

The Company intends to sell mortgage asset-backed pass-through certificates (collectively, the "Certificates"), to be issued hereunder in multiple classes, which in the aggregate will evidence the entire beneficial ownership interest in the Mortgage Loans (as defined herein). As provided herein, the REMIC Administrator will make an election to treat the entire segregated pool of assets described in the definition of REMIC I as three real estate mortgage investment conduits (each, a "REMIC") for federal income tax purposes.

The terms and provisions of the Standard Terms are hereby incorporated by reference herein as though set forth in full herein. If any term or provision contained herein shall conflict with or be inconsistent with any provision contained in the Standard Terms, the terms and provisions of this Series Supplement shall govern. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Standard Terms. The Pooling and Servicing Agreement shall be dated as of the date of this Series Supplement.

The following table sets forth the designation, type, Pass-Through Rate, aggregate Initial Certificate Principal Balance, Assumed Final Distribution Date, initial ratings and certain features for each Class of Certificates comprising the interests in the Trust Fund created hereunder.

DESIGNATION	PASS-THROUGH RATE	AGGREGATE INITIAL CERTIFICATE PRINCIPAL BALANCE	FEATURES(1)	ASSUMED FINAL DISTRIBUTION DATE	FITCH/ MOODY'S/S&P	MINIMUM DENOMINATION
I-A-1	6.00%	\$221,377,000.00	Senior/PAC/Fixed Rate	May 25, 2037	AAA/Aaa/AAA	\$25,000
I-A-2	6.00%	\$64,063,000.00	Senior/Super	May 25, 2037	AAA/Aaa/AAA	\$25,000
I-A-3	6.00%	\$16,251,000.00	Senior/PAC/Fixed Rate	May 25, 2037	AAA/Aaa/AAA	\$25,000
I-A-4	6.00%	\$43,289,000.00	Senior/Accrual/Companion/ Fixed Rate	May 25, 2037	AAA/Aaa/AAA	\$25,000
I-A-5	Adjustable Rate(3)	\$94,797,000.00	Senior/Super	May 25, 2037	AAA/Aaa/AAA	\$25,000
I-A-6	Adjustable Rate(3)	\$0.00(4)	Senior/Lockout/Fixed Rate Senior/TAC/Companion/ Floater/Accretion Directed/Adjustable Rate	May 25, 2037	AAA/Aaa/AAA	\$2,000,000
I-A-7	Adjustable Rate(3)	\$50,000,000.00	Senior/Interest Only/Inverse Floater/Adjustable Rate Senior/TAC/Floater/Accretion Directed/Companion/ Adjustable Rate	May 25, 2037	AAA/Aaa/AAA	\$25,000
I-A-8	Adjustable Rate(3)	\$0.00(4)	Senior/Interest Only/Inverse	May 25, 2037	AAA/Aaa/AAA	\$2,000,000
I-A-9	6.00%	\$6,711,000.00	Floater/Adjustable Rate Senior/Senior	May 25, 2037	AAA/Aaa/AAA	\$25,000
II-A-1	6.75%	\$238,127,000.00	Support/Lockout/Fixed Rate Senior/Super Senior/Fixed Rate	June 25, 2037	AAA/Aaa/AAA	\$25,000
II-A-2	6.75%	\$15,876,000.00	Senior/Senior Support/Fixed Rate	June 25, 2037	AAA/NA/AAA	\$25,000
I-A-P	0.00%	\$855,431.85	Senior/Principal Only	May 25, 2037	AAA/Aaa/AAA	\$25,000
I-A-V	Variable Rate(5)	\$0.00(6)	Senior/Interest Only/Variable Rate	May 25, 2037	AAA/Aaa/AAA	\$2,000,000
II-A-P	0.00%	\$1,738,327.50	Senior/Principal Only	June 25, 2037	AAA/Aaa/AAA	\$25,000
II-A-V	Variable Rate(5)	\$0.00(6)	Senior/Interest Only/Variable Rate	June 25, 2037	AAA/Aaa/AAA	\$2,000,000
R-I	6.00%	\$100.00	Senior/Residual/Fixed Rate	May 25, 2037	AAA/Aaa/AAA	(1)
R-II	6.75%	\$100.00	Senior/Residual/Fixed Rate	June 25, 2037	AAA/Aaa/AAA	(1)
R-III	6.75%	\$100.00	Senior/Residual/Fixed Rate	June 25, 2037	AAA/Aaa/AAA	(1)
Class P(9)	0.00%	\$100.00	Senior/Prepayment Charge	May 25, 2037	AAA/Aaa/AAA	\$100
M-1	Variable Rate(8)	\$24,903,300.00	Mezzanine/Variable Rate	June 25, 2037	AA/NA/NA	\$25,000
M-2	Variable Rate(8)	\$8,434,600.00	Mezzanine/Variable Rate	June 25, 2037	A/NA/NA	\$250,000
M-3	Variable Rate(8)	\$6,426,300.00	Mezzanine/Variable Rate	June 25, 2037	BBB/NA/NA	\$250,000
B-1	Variable Rate(8)	\$4,016,500.00	Subordinate/Variable Rate	June 25, 2037	BB/NA/NA	\$250,000

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B-2	Variable Rate(8)	\$3,213,100.00	Subordinate/Variable Rate	June 25, 2037	B/NA/NA	\$250,000
B-3	Variable Rate(8)	\$3,213,247.69	Subordinate/Variable Rate	June 25, 2037	NA/NA/NA	\$250,000

(1) The Certificates, other than the Class R Certificates, shall be Book-Entry Certificates. The Class R Certificates shall be delivered to the holders thereof in physical form.

(2) The Certificates, other than the Class R Certificates, shall be issuable in minimum dollar denominations as indicated above (by Certificate Principal Balance or Notional Amount, as applicable) and integral multiples of \$1 (or \$1,000 in the case of the Class B-1, Class B-2 and Class B-3 Certificates) in excess thereof, except that one Certificate of any of the Class I-A-P, Class II-A-P, Class B-1, Class B-2 and Class B-3 Certificates that contain an uneven multiple of \$1,000 shall be issued in a denomination equal to the sum of the related minimum denomination set forth above and such uneven multiple for such Class or the sum of such denomination and an integral multiple of \$1,000.

(3)

Adjustable Rates:	Initial	Formula	Maximum	Minimum
Class I-A-5	5.72%	LIBOR + 0.40%	Subject to the available funds cap	0.40%
Class I-A-6	0.28%	5.60% - LIBOR	5.60%	0.00%
Class I-A-7	5.87%	LIBOR + 0.55%	Subject to the available funds cap	0.55%
Class I-A-8	0.13%	5.45% - LIBOR	5.45%	0.00%

(4) The Class I-A-6 Certificates and Class I-A-8 Certificates do not have a Certificate Principal Balance. For purposes of calculating interest payments, (i) interest on the Class I-A-6 Certificates will accrue on a notional amount equal to the Certificate Principal Balance of the Class I-A-5 Certificates immediately prior to the related Distribution Date and (ii) interest on the Class I-A-8 Certificates will accrue on a notional amount based on the Certificate Principal Balance of the Class I-A-7 Certificates immediately prior to the related Distribution Date.

(5) The initial Pass-Through Rate on the Class I-A-V Certificates is 0.3453% per annum and the initial Pass-Through Rate on the Class II-A-V Certificates is 0.4166% per annum.

(6) The Class I-A-V and Class II-A-V Certificates each do not have a principal balance. For the purpose of calculating interest payments, interest will accrue on a notional amount equal to, in the case of Class I-A-V Certificates, the aggregate Stated Principal Balance of the Mortgage Loans in Loan Group I and in the case of Class II-A-V Certificates, the aggregate Stated Principal Balance of the Mortgage Loans in Loan Group II.

(7) Each class of the Class R Certificates shall be issuable in minimum denominations of not less than a 20% Percentage Interest; provided, however, that one Class R Certificate of each Class will be issuable to Residential Funding as "tax matters person" pursuant to Section 10.01(c) and (e) in a minimum denomination representing a Percentage Interest of not less than 0.01%.

(8) The pass-through rates on the Class M Certificates and Class B Certificates will be a weighted average of 6.00% and 6.75% per annum with respect to Loan Group I and Loan Group II, respectively, weighted on the basis of the related Subordinate Percentage.

(9) The Class P Certificates will not represent ownership of an interest in any REMIC.

The Group I Loans have an aggregate principal balance as of the Cut-off Date of \$530,500,233.38. The Group II Loans have an aggregate principal balance as of the Cut-off Date of \$272,791,973.66. The Mortgage Loans have an aggregate principal balance as of the Cut-off Date of \$803,292,207.04

In consideration of the mutual agreements herein contained, the Company, the Master Servicer and the Trustee agree as follows:

ARTICLE I

#### DEFINITIONS

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## Section 1.01 Definitions.

Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the meanings specified in this Article.

**Accretion Termination Date:** With respect to any Class of Accrual Certificates, the earlier to occur of (i) the Distribution Date on which the aggregate Certificate Principal Balance of the Accretion Directed Certificates has been reduced to zero, and (ii) the occurrence of the Credit Support Depletion Date.

**Accrual Certificates:** The Class I-A-3 Certificates.

**Accrual Distribution Amount:** On each Distribution Date preceding the Accretion Termination Date, an amount equal to the amount of Accrued Certificate Interest on the Class I-A-3 Certificates for that date which will be added to the Certificate Principal Balance of the Class I-A-3 Certificates and distributed to the holders of the Class I-A-5 Certificates and Class I-A-7 Certificates pursuant to Section 4.02(o).

**Accrued Certificate Interest:** With respect to each Distribution Date, as to any Class or Subclass of Certificates (other than any Principal Only Certificates), interest accrued during the related Interest Accrual Period at the related Pass-Through Rate on the Certificate Principal Balance or Notional Amount thereof immediately prior to such Distribution Date. Accrued Certificate Interest will be calculated on the basis of a 360-day year, consisting of twelve 30-day months. In each case Accrued Certificate Interest on any Class or Subclass of Certificates will be reduced by the amount of:

- (i) Prepayment Interest Shortfalls on all Mortgage Loans in the related Loan Group (to the extent not offset by the Master Servicer with a payment of Compensating Interest as provided in Section 4.01),
- (ii) the interest portion (adjusted to the Net Mortgage Rate (or the Modified Net Mortgage Rate in the case of a Modified Mortgage Loan)) of Realized Losses on all Mortgage Loans in the related Loan Group (including Excess Special Hazard Losses, Excess Fraud Losses, Excess Bankruptcy Losses and Extraordinary Losses) not allocated solely to one or more specific Classes of Certificates pursuant to Section 4.05,
- (iii) the interest portion of Advances that were (A) previously made with respect to a Mortgage Loan or REO Property on the Mortgage Loans in the related Loan Group, which remained unreimbursed following the Cash Liquidation or REO Disposition of such Mortgage Loan or REO Property and (B) made with respect to delinquencies that were ultimately determined to be Excess Special Hazard Losses, Excess Fraud Losses, Excess Bankruptcy Losses or Extraordinary Losses on the Mortgage Loans in the related Loan Group and were not allocated solely to one or more specific Classes of Certificates pursuant to Section 4.05, and
- (iv) any other interest shortfalls not covered by the subordination provided by the Class M Certificates and Class B Certificates, including interest that is not collectible from the Mortgagor pursuant to the Servicemembers Civil Relief Act or similar legislation or regulations as in effect from time to time, all allocated as described below.

The Class I-A Percentage of these reductions with respect to the Group I Loans will be allocated among the Holders of the Group I Senior Certificates, other than the Class I-A-P Certificates, in proportion to the amounts of Accrued Certificate Interest that would have been payable to those Certificates from the Group I Loans on that Distribution Date absent such reductions. The Class II-A Percentage of these reductions with respect to the Group II Loans will be allocated among the Holders of the Group II Senior Certificates, other than the Class II-A-P Certificates, in proportion to the amounts of Accrued Certificate Interest that would have been payable to those Certificates from the Group II Loans on that Distribution Date absent such reductions. The remainder of these reductions will be allocated among the Holders of the Class M Certificates and Class B Certificates in proportion to the respective amounts of Accrued Certificate Interest that would have been payable on that Distribution Date absent these reductions. In the case of each Class of Class M Certificates and Class B Certificates, Accrued Certificate Interest on that Class will be further reduced by the interest portion (adjusted to the Net Mortgage Rate) of Realized Losses that are allocated solely to such Class of Class M Certificates or such Class of Class B Certificates pursuant to Section 4.05.

**Adjustable Rate Certificates:** Any of the Class I-A-5, Class I-A-6, Class I-A-7 and Class I-A-8 Certificates.

**Aggregate Available Distribution Amount:** With respect to a Distribution Date, the sum of the Available Distribution Amounts for both Loan Groups for such Distribution Date.

**Aggregate Planned Principal Balance:** With respect to the Class I-A-1 Certificates and the Class I-A-2 Certificates and any Distribution Date, the amount set forth in Schedule A in the table entitled "Aggregate Planned Principal Balances and Targeted Principal Balances" in Exhibit Five to this Series Supplement for such Certificates opposite such Distribution Date.

**Aggregate Senior Interest Distribution Amount:** With respect to a Distribution Date, the sum of the Senior Interest Distribution Amounts for both Loan Groups for such Distribution Date.

**Aggregate Senior Principal Distribution Amount:** With respect to a Distribution Date, the sum of the Senior Principal Distribution Amounts for both Loan Groups for such Distribution Date.

**Assumed Final Distribution Date:** With respect to the Group I Senior Certificates,

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May 25, 2037, the Distribution Date immediately following the latest scheduled maturity date of any Mortgage Loan in Loan Group I. With respect to the Group II Senior Certificates, June 25, 2037, the Distribution Date immediately following the latest scheduled maturity date of any Mortgage Loan in Loan Group II.

**Available Distribution Amount:** As to any Distribution Date and each Loan Group, an amount equal to (a) the sum of (i) the amount relating to the Mortgage Loans on deposit in the Custodial Account as of the close of business on the immediately preceding Determination Date, including any Subsequent Recoveries, and amounts deposited in the Custodial Account in connection with the substitution of Qualified Substitute Mortgage Loans, (ii) the amount of any Advance made on the immediately preceding Certificate Account Deposit Date, (iii) any amount deposited in the Certificate Account on the related Certificate Account Deposit Date pursuant to the second paragraph of Section 3.12(a), (iv) any amount deposited in the Certificate Account pursuant to Section 4.07, (v) any amount that the Master Servicer is not permitted to withdraw from the Custodial Account or the Certificate Account pursuant to Section 3.16(e), (vi) any amount received by the Trustee pursuant to the Surety Bond in respect of such Distribution Date, (vii) the proceeds of any Pledged Assets received by the Master Servicer and (viii) any additional amounts to be included with respect to such Loan Group, as applicable, pursuant to Section 4.02(j), reduced by (b) the sum as of the close of business on the immediately preceding Determination Date of (w) aggregate Foreclosure Profits, (x) the Amount Held for Future Distribution, and (y) amounts permitted to be withdrawn by the Master Servicer from the Custodial Account in respect of the Mortgage Loans in the related Loan Group pursuant to clauses (ii)-(x), inclusive, of Section 3.10(a).

**Available Funds Cap:** With respect to any Distribution Date on or after the Distribution Date in July 2007 and on or before the Distribution Date in April 2011 and the Class I-A-5 Certificates, 6.00% per annum plus amounts, if any, paid pursuant to the related yield maintenance agreement and distributed to the Holders of the Class I-A-5 Certificates on that Distribution Date, expressed as a per annum rate, and with respect to any Distribution Date after April 2011, 6.00% per annum. With respect to any Distribution Date on or after the Distribution Date in July 2007 and on or before the Distribution Date in December 2010 and the Class I-A-7 Certificates, 6.00% per annum plus amounts, if any, paid pursuant to the related yield maintenance agreement and distributed to the Holders of the Class I-A-7 Certificates on that Distribution Date, expressed as a per annum rate, and with respect to any Distribution Date after December 2010, 6.00% per annum.

**Bankruptcy Amount:** As of any date of determination prior to the first anniversary of the Cut-off Date, an amount equal to the excess, if any, of (A) \$290,899, over (B) the aggregate amount of Bankruptcy Losses allocated solely to one or more specific Classes of Certificates in accordance with Section 4.05 of this Series Supplement. As of any date of determination on or after the first anniversary of the Cut-off Date, an amount equal to the excess, if any, of

(1) the lesser of (a) the Bankruptcy Amount calculated as of the close of business on the Business Day immediately preceding the most recent anniversary of the Cut-off Date coinciding with or preceding such date of determination (or, if such date of determination is an anniversary of the Cut-off Date, the Business Day immediately preceding such date of determination) (for purposes of this definition, the "Relevant Anniversary") and (b) the greatest of

(A) (i) if the aggregate principal balance of the Non-Primary Residence Loans as of the Relevant Anniversary is less than 10% of the Stated Principal Balance of the Mortgage Loans as of the Relevant Anniversary, \$0.00, or (ii) if the aggregate principal balance of the Non-Primary Residence Loans as of the Relevant Anniversary is equal to or greater than 10% of the Stated Principal Balance of the Mortgage Loans as of the Relevant Anniversary, the sum of (I) the aggregate principal balance of the Non-Primary Residence Loans with a Loan-to-Value Ratio of greater than 80.00% but less than or equal to 90.00% (other than Additional Collateral Loans), times 0.25%, (II) the aggregate principal balance of the Non-Primary Residence Loans with a Loan-to-Value Ratio of greater than 90.00% but less than or equal to 95.00% (other than Additional Collateral Loans), times 0.50%, and (III) the aggregate principal balance of the Non-Primary Residence Loans with a Loan-to-Value Ratio of greater than 95.00% (other than Additional Collateral Loans) times 0.75%, in each case as of the Relevant Anniversary;

(B) the greater of (i) the product of (x) an amount equal to the largest difference in the related Monthly Payment for any Non-Primary Residence Loan remaining in the Mortgage Pool (other than Additional Collateral Loans) which had an original Loan-to-Value Ratio of 80% or greater that would result if the Net Mortgage Rate thereof was equal to the weighted average (based on the principal balance of the Mortgage Loans as of the Relevant Anniversary) of the Net Mortgage Rates of all Mortgage Loans as of the Relevant Anniversary less 1.25% per annum, (y) a number equal to the weighted average remaining term to maturity, in months, of all Non-Primary Residence Loans remaining in the Mortgage Pool as of the Relevant Anniversary, and (z) one plus the quotient of the number of all Non-Primary Residence Loans remaining in the Mortgage Pool divided by the total number of Outstanding Mortgage Loans in the Mortgage Pool as of the Relevant Anniversary, and (ii) \$50,000, and

(C) the greater of (i) 0.0006 times the aggregate principal balance of all the Mortgage Loans in the Mortgage Pool as of the Relevant Anniversary having a Loan-to-Value Ratio (other than Additional Collateral Loans) at origination which exceeds 75% and (ii) \$100,000,

over (2) the aggregate amount of Bankruptcy Losses allocated solely to one or more specific Classes of Certificates in accordance with Section 4.05 since the Relevant Anniversary.



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The Bankruptcy Amount may be further reduced by the Master Servicer (including accelerating the manner in which such coverage is reduced) provided that prior to any such reduction, the Master Servicer shall (i) obtain written confirmation from each Rating Agency that such reduction shall not reduce the rating assigned to any Class of Certificates by such Rating Agency below the lower of the then-current rating or the rating assigned to such Certificates as of the Closing Date by such Rating Agency and (ii) provide a copy of such written confirmation to the Trustee.

Capitalization Reimbursement Amount: As to any Distribution Date and Loan Group the amount of Advances or Servicing Advances that were added to the Stated Principal Balance of the Mortgage Loans in such Loan Group during the prior calendar month and reimbursed to the Master Servicer or Subservicer on or prior to such Distribution Date pursuant to Section 3.10(a)(vi), plus the related Capitalization Reimbursement Shortfall Amount remaining unreimbursed from any prior Distribution Date and reimbursed to the Master Servicer or Subservicer on or prior to such Distribution Date.

Capitalization Reimbursement Shortfall Amount: As to any Distribution Date and Loan Group, the amount, if any, by which the amount of Advances or Servicing Advances that were added to the Stated Principal Balance of the Mortgage Loans in such Loan Group during the preceding calendar month exceeds the amount of principal payments on the Mortgage Loans included in the Available Distribution Amount for that Loan Group and Distribution Date.

Certificate: Any one of the Class I-A-1, Class I-A-2, Class I-A-3, Class I-A-4, Class I-A-5, Class I-A-6, Class I-A-7, Class I-A-8, Class I-A-9, Class P, Class I-A-P, Class I-A-V, Class II-A-1, Class II-A-2, Class II-A-P, Class II-A-V, Class R-I, Class R-II, Class R-III, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2 and Class B-3 Certificates.

Certificate Account: The separate account or accounts created and maintained pursuant to Section 4.01 of the Standard Terms, which shall be entitled "Deutsche Bank Trust Company Americas, as trustee, in trust for the registered Holders of Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2007-QS7" and which must be an Eligible Account.

Certificate Group: With respect to Loan Group I, the Group I Senior Certificates and with respect to Loan Group II, the Group II Senior Certificates.

Certificate Policy: None,

Class A-P Certificates: The Class I-A-P Certificates, which relate to and are payable from the Group I Loans, and the Class II-A-P Certificates, which relate to and are payable from the Group II Loans.

Class A-V Certificates: The Class I-A-V Certificates, which relate to and are payable from the Group I Loans, and the Class II-A-V Certificates, which relate to and are payable from the Group II Loans.

Class I-A Percentage: With respect to any Distribution Date, the percentage equal to the aggregate Certificate Principal Balance of the Group I Senior Certificates, other than the Class I-A-P Certificates, immediately prior to that Distribution Date divided by the aggregate Stated Principal Balance of all of the Mortgage Loans in Loan Group I, other than the Discount Fraction of the Discount Mortgage Loans in Loan Group I, immediately prior to that Distribution Date. The Class I-A Percentage will initially equal approximately 93.74% and will in no event exceed 100%.

Class I-A-5 Payment Balance: With respect to any Distribution Date specified below and the Class I-A-5 Certificates, the lesser of (1) the Certificate Principal Balance of the Class I-A-5 Certificates immediately prior to that Distribution Date and (2) the amount of the "Class I-A-5 Schedule Balance" specified below for that Distribution Date:

DISTRIBUTION DATE	CLASS I-A-5 SCHEDULE BALANCE (\$)
July 2007	92,795,950.03
August 2007	90,580,598.57
September 2007	88,153,440.91
October 2007	85,517,515.12
November 2007	82,676,399.80
December 2007	79,634,209.88
January 2008	76,395,590.71
February 2008	72,965,710.24
March 2008	69,350,249.35
April 2008	65,555,390.35
May 2008	61,600,878.15
June 2008	57,812,844.03
July 2008	54,189,862.13
August 2008	50,730,444.40
September 2008	47,433,041.12
October 2008	44,296,041.53
November 2008	41,317,774.55
December 2008	38,496,509.44
January 2009	35,830,456.78
February 2009	33,317,769.29
March 2009	30,956,542.80
April 2009	28,744,817.40
May 2009	26,680,578.41
June 2009	24,761,757.71
July 2009	22,986,234.92
August 2009	21,351,838.73
September 2009	19,856,348.28
October 2009	18,497,494.60
November 2009	17,268,774.82
December 2009	16,066,291.65

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January 2010	14,889,663.84
February 2010	13,738,514.82
March 2010	12,612,472.54
April 2010	11,511,169.47
May 2010	10,434,242.59
June 2010	9,381,333.21
July 2010	8,352,087.07
August 2010	7,346,154.17
September 2010	6,363,188.80
October 2010	5,402,849.44
November 2010	4,464,798.75
December 2010	3,548,703.50
January 2011	2,654,234.50
February 2011	1,781,066.62
March 2011	928,878.67
April 2011	97,353.40
May 2011 and thereafter	0

Class I-A-5 Yield Maintenance Agreement: The agreement dated as of the Closing Date, between the Trustee and the Yield Maintenance Agreement Provider, relating to the Class I-A-5 Certificates, or any replacement, substitute, collateral or other arrangement in lieu thereof.

Class I-A-7 Payment Balance: With respect to any Distribution Date specified below and the Class I-A-7 Certificates, the lesser of (1) the Certificate Principal Balance of the Class I-A-7 Certificates immediately prior to that Distribution Date and (2) the amount of the "Class I-A-7 Schedule Balance" specified below for that Distribution Date:

DISTRIBUTION DATE	CLASS I-A-7 SCHEDULE BALANCE (\$)
July 2007	49,337,258.64
August 2007	48,574,790.51
September 2007	47,714,215.80
October 2007	46,757,592.04
November 2007	45,707,412.46
December 2007	44,566,601.94
January 2008	43,338,510.65
February 2008	42,026,905.30
March 2008	40,635,957.94
April 2008	39,170,232.44
May 2008	37,638,851.61
June 2008	36,148,502.46
July 2008	34,698,395.10
August 2008	33,287,752.98
September 2008	31,915,812.73
October 2008	30,581,823.95
November 2008	29,285,048.97
December 2008	28,024,762.66
January 2009	26,800,252.27
February 2009	25,610,817.16
March 2009	24,455,768.68
April 2009	23,334,429.94
May 2009	22,246,135.61
June 2009	20,834,059.78
July 2009	19,291,600.50
August 2009	17,804,614.46
September 2009	16,371,888.74
October 2009	14,992,233.71
November 2009	13,664,482.70
December 2009	12,387,491.54
January 2010	11,160,138.13
February 2010	9,981,322.11
March 2010	8,849,964.39
April 2010	7,765,006.85
May 2010	6,725,411.90
June 2010	5,730,162.10
July 2010	4,778,259.89
August 2010	3,868,727.11
September 2010	3,000,604.74
October 2010	2,172,952.51
November 2010	1,384,848.56
December 2010	635,389.15
January 2011 and thereafter	0

Class I-A-7 Yield Maintenance Agreement: The agreement dated as of the Closing Date, between the Trustee and the Yield Maintenance Agreement Provider, relating to the Class I-A-7 Certificates, or any replacement, substitute, collateral or other arrangement in lieu thereof.

Class II-A Percentage: With respect to any Distribution Date, the percentage equal to the aggregate Certificate Principal Balance of the Group II Senior Certificates, other than the Class II-A-P Certificates, immediately prior to that Distribution Date divided by the aggregate Stated Principal Balance of all of the Mortgage Loans in Loan Group II, other than the Discount Fraction of the Discount Mortgage Loans in Loan Group II, immediately prior to that Distribution Date. The Class II-A Percentage will initially equal approximately 93.71% and will in no event exceed 100%.

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Class P Certificate: Any one of the Class P Certificates executed by the Trustee and authenticated by the Certificate Registrar substantially in the form annexed hereto as Exhibit Six and evidencing a percentage interest in any Prepayment Charges.

Class P Reserve Account: The account established and maintained by the Trustee pursuant to Section 4.10 hereof.

Class R Certificate: Any one of the Class R-I, Class R-II and Class R-III Certificates.

Class R-I Certificate: Any one of the Class R-I Certificates executed by the Trustee and authenticated by the Certificate Registrar substantially in the form annexed to the Standard Terms as Exhibit D and evidencing an interest designated as a "residual interest" in REMIC I for purposes of the REMIC Provisions.

Class R-II Certificate: Any one of the Class R-II Certificates executed by the Trustee and authenticated by the Certificate Registrar substantially in the form annexed to the Standard Terms as Exhibit D and evidencing an interest designated as a "residual interest" in REMIC II for purposes of the REMIC Provisions.

Class R-III Certificate: Any one of the Class R-III Certificates executed by the Trustee and authenticated by the Certificate Registrar substantially in the form annexed to the Standard Terms as Exhibit D and evidencing an interest designated as a "residual interest" in REMIC III for purposes of the REMIC Provisions.

Closing Date: May 30, 2007.

Compensating Interest: With respect to any Distribution Date and each Loan Group an amount equal to Prepayment Interest Shortfalls resulting from Principal Prepayments in Full during the related Prepayment Period and Curtailments during the prior calendar month and included in the Available Distribution Amount for such Loan Group on such Distribution Date, but not more than the lesser of (a) one-twelfth of 0.125% of the aggregate Stated Principal Balance of the Mortgage Loans in the related Loan Group immediately preceding such Distribution Date and (b) the sum of the Servicing Fee and all income and gain on amounts held in the Custodial Account and the Certificate Account and payable to the Certificateholders with respect to the Mortgage Loans in the related Loan Group and such Distribution Date; provided that for purposes of this definition the amount of the Servicing Fee will not be reduced pursuant to Section 7.02(a) except as may be required pursuant to the last sentence of such Section.

Corporate Trust Office: The principal office of the Trustee at which at any particular time its corporate trust business with respect to this Agreement shall be administered, which office at the date of the execution of this instrument is located at 1761 East St. Andrew Place, Santa Ana, California 92705-4934, Attention: Residential Funding Company, LLC Series 2007-QS7.

Cut-off Date: May 1, 2007.

Determination Date: With respect to any Distribution Date, the second Business Day prior to each Distribution Date.

Discount Net Mortgage Rate: With respect to Loan Group I, 6.00% per annum. With respect to Loan Group II, 6.75% per annum.

Due Period: With respect to each Distribution Date, the calendar month in which such Distribution Date occurs.

Eligible Funds: With respect to any Distribution Date and Loan Group, such Loan Group's portion of an amount that is allocated between the Loan Groups pro rata, based on the aggregate unpaid Class A-P Collection Shortfalls for each Loan Group, which amount is equal to the excess of (a) the Aggregate Available Distribution Amount, over (b) the sum of (i) the Aggregate Senior Interest Distribution Amount, (ii) the Aggregate Senior Principal Distribution Amount, (determined without regard to Section 4.02(a)(ii)(Z)(D) hereof), (iii) the Class A-P Principal Distribution Amount (determined without regard to clause (E) of the definition of Class A-P Principal Distribution Amount) and (iv) the aggregate amount of Accrued Certificate Interest on the Class M, Class B-1 and Class B-2 Certificates.

Excess Subordinate Principal Amount: With respect to any Distribution Date on which the Certificate Principal Balance of the Class of Subordinate Certificates then outstanding with the Lowest Priority is to be reduced to zero and on which Realized Losses are to be allocated to such Class or Classes, the excess, if any, of (i) the amount that would otherwise be distributable in respect of principal on such Class or Classes of Certificates on such Distribution Date over (ii) the excess, if any, of the aggregate Certificate Principal Balance of such Class or Classes of Certificates immediately prior to such Distribution Date over the aggregate amount of Realized Losses to be allocated to such Classes of Certificates on such Distribution Date as reduced by any amount calculated pursuant to clause (E) of the definition of Class A-P Principal Distribution Amount. The Excess Subordinate Principal Amount will be allocated between the Loan Groups on a pro rata basis in accordance with the amount of Realized Losses on the Mortgage Loans in each Loan Group allocated to the Certificates on that Distribution Date.

Floater Certificates: Any of the Class I-A-5 Certificates and Class I-A-7 Certificates.

Fraud Loss Amount: As of any date of determination after the Cut-off Date, an amount equal to: (X) prior to the first anniversary of the Cut-off Date an amount equal to 3.00% of the aggregate outstanding principal balance of all of the Mortgage Loans as of the Cut-off Date minus the aggregate amount of Fraud Losses allocated solely to one or more specific Classes of Certificates in accordance with Section 4.05 of this Series Supplement since the Cut-off Date up to such date of determination, (Y) from the first to, but not including, the second anniversary of the Cut-off Date, an amount equal to (1) the lesser of (a) the Fraud Loss Amount as of the most recent anniversary of the Cut-off Date and (b) 2.00% of the

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aggregate outstanding principal balance of all of the Mortgage Loans as of the most recent anniversary of the Cut-off Date minus (2) the aggregate amount of Fraud Losses allocated solely to one or more specific Classes of Certificates in accordance with Section 4.05 since the most recent anniversary of the Cut-off Date up to such date of determination, and (2) from the second to, but not including, the fifth anniversary of the Cut-off Date, an amount equal to (1) the lesser of (a) the Fraud Loss Amount as of the most recent anniversary of the Cut-off Date and (b) 1.00% of the aggregate outstanding principal balance of all of the Mortgage Loans as of the most recent anniversary of the Cut-off Date minus (2) the aggregate amount of Fraud Losses allocated solely to one or more specific Classes of Certificates in accordance with Section 4.05 since the most recent anniversary of the Cut-off Date up to such date of determination. On and after the fifth anniversary of the Cut-off Date, the Fraud Loss Amount shall be zero.

The Fraud Loss Amount may be further reduced by the Master Servicer (including accelerating the manner in which such coverage is reduced) provided that prior to any such reduction, the Master Servicer shall (i) obtain written confirmation from each Rating Agency that such reduction shall not reduce the rating assigned to any Class of Certificates by such Rating Agency below the lower of the then-current rating or the rating assigned to such Certificates as of the Closing Date by such Rating Agency and (ii) provide a copy of such written confirmation to the Trustee.

Group I Loans: The Mortgage Loans designated on the Mortgage Loan Schedule as Group I Loans.

Group II Loans: The Mortgage Loans designated on the Mortgage Loan Schedule as Group II Loans.

Group I Senior Certificates: The Class I-A-1, Class I-A-2, Class I-A-3, Class I-A-4, Class I-A-5, Class I-A-6, Class I-A-7, Class I-A-8, Class I-A-9, Class P, Class I-A-P, Class I-A-V and Class R-I Certificates, which relate to and are payable primarily from the Group I Loans.

Group II Senior Certificates: The Class II-A-1, Class II-A-2, Class II-A-P, Class II-A-V, Class R-II and Class R-III Certificates, which relate to and are payable primarily from the Group II Loans.

Initial Monthly Payment Fund: \$0, representing scheduled principal amortization and interest at the Net Mortgage Rate payable during the May 2007 Due Period, for those Mortgage Loans for which the Trustee will not be entitled to receive such payment.

Initial Notional Amount: With respect to the Class I-A-6 Certificates, \$94,797,000, with respect to the Class I-A-8 Certificates, \$50,000,000, with respect to the Class I-A-V Certificates, the aggregate Cut-off Date Principal Balance of the Group I Loans corresponding to the Uncertificated REMIC I Regular Interests Z1 corresponding to the Uncertificated REMIC II Regular Interests Z1 corresponding to the Uncertificated REMIC III Regular Interests Z1 represented by such Class as of the Cut-off Date, with respect to the Class II-A-V Certificates, the aggregate Cut-off Date Principal Balance of the Group II Loans corresponding to the Uncertificated REMIC I Regular Interests Z2 corresponding to the Uncertificated REMIC II Regular Interests Z2 corresponding to the Uncertificated REMIC III Regular Interests Z2 represented by such Class as of the Cut-off Date, and with respect to any Subclass issued pursuant to Section 5.01(c), the aggregate Stated Principal Balance of the Mortgage Loans corresponding to the Uncertificated REMIC I Regular Interests Z corresponding to the Uncertificated REMIC II Regular Interests Z corresponding to the Uncertificated REMIC III Regular Interests Z represented by such Subclass as of the Cut-off Date.

Initial Subordinate Class Percentage: With respect to each Class of Subordinate Certificates, an amount which is equal to the initial aggregate Certificate Principal Balance of such Class of Subordinate Certificates divided by the aggregate Stated Principal Balance of all the Mortgage Loans as of the Cut-off Date as follows:

Class M-1: 3.10%	Class B-1: 0.50%
Class M-2: 1.05%	Class B-2: 0.40%
Class M-3: 0.80%	Class B-3: 0.40%

Interest Accrual Period: With respect to any Class of Certificates (other than the Adjustable Rate Certificates) and any Distribution Date, the calendar month preceding the month in which such Distribution Date occurs. With respect to the Adjustable Rate Certificates and any Distribution Date, the period beginning on the 25th day of the month preceding the month in which such Distribution Date occurs and ending on the 24th day of the month in which such Distribution Date occurs.

Interest Only Certificate: Any one of the Class I-A-6, Class I-A-8, Class I-A-V and Class II-A-V Certificates. The Interest Only Certificates will have no Certificate Principal Balance.

Inverse Floater Certificate: Any of the Class I-A-6 Certificates and Class I-A-8 Certificates.

LIBOR: With respect to any Distribution Date, the arithmetic mean of the London interbank offered rate quotations for one-month U.S. Dollar deposits, expressed on a per annum basis, determined in accordance with Section 1.03.

LIBOR Business Day: Any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the city of London, England are required or authorized by law to be closed.

Loan Group: Either of Loan Group I or Loan Group II.

Loan Group I: The group of Mortgage Loans comprised of the Group I Loans.

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Loan Group II: The group of Mortgage Loans comprised of the Group II Loans.

Lockout Amount: With respect to any Distribution Date, an amount equal to the product of (i) the Lockout Percentage for that Distribution Date, (ii) a fraction, the numerator of which is the aggregate Certificate Principal Balance of the Class I-A-4 Certificates and Class I-A-9 Certificates for that Distribution Date and the denominator of which is the aggregate Stated Principal Balance of the Group I Loans, other than the Discount Fraction of each Discount Mortgage Loan in Loan Group I, for that Distribution Date, and (iii) the aggregate of all collections described in clauses (A), (B), (C), (D), (E) and (F) (net of amounts described in clause (G)) of Section 4.02(a)(ii)(Z), without regard to the Senior Percentage or Senior Accelerated Distribution Percentage

Lockout Certificates: The Class I-A-4 Certificates and Class I-A-9 Certificates.

Lockout Percentage: For any Distribution Date occurring prior to the Distribution Date in June 2012, 0%. For any Distribution Date occurring thereafter, as follows: 30% for any Distribution Date on or after June 2012 and prior to June 2013; 40% for any Distribution Date on or after June 2013 and prior to June 2014; 60% for any Distribution Date on or after June 2014 and prior to June 2015; 80% for any Distribution Date on or after June 2015 and prior to June 2016; and 100% for any Distribution Date thereafter.

Maturity Date: June 25, 2037.

Mortgage Loan Schedule: The list or lists of the Mortgage Loans attached hereto as Exhibit One-I (with respect to Loan Group I) and Exhibit One-II (with respect to Loan Group II), (in each case, as amended from time to time to reflect the addition of Qualified Substitute Mortgage Loans), which list or lists shall set forth the following information as to each Mortgage Loan in the related Loan Group:

- (i) the Mortgage Loan identifying number ("RFC LOAN #");
- (ii) the maturity of the Mortgage Note ("MATURITY DATE");
- (iii) the Mortgage Rate ("ORIG RATE");
- (iv) the Subservicer pass-through rate ("CURR NET");
- (v) the Net Mortgage Rate ("NET MTG RT");
- (vi) the Pool Strip Rate ("STRIP");
- (vii) the initial scheduled monthly payment of principal, if any, and interest ("ORIGINAL P & I");
- (viii) the Cut-off Date Principal Balance ("PRINCIPAL BAL");
- (ix) the Loan-to-Value Ratio at origination ("LTV");
- (x) the rate at which the Subservicing Fee accrues ("SUBSERV FEE") and at which the Servicing Fee accrues ("MSTR SERV FEE");
- (xi) a code "T," "BT" or "CT" under the column "LN FEATURE," indicating that the Mortgage Loan is secured by a second or vacation residence;
- (xii) a code "N" under the column "OCCP CODE," indicating that the Mortgage Loan is secured by a non-owner occupied residence and
- (xiii) a code "Y" under the column "PREPAY PENALTY\_IND," indicating that the Mortgage Loan is a Prepayment Charge Loan.

Such schedule may consist of multiple reports that collectively set forth all of the information required.

Notional Amount: As of any Distribution Date, (i) with respect to the Class I-A-6 Certificates, an amount equal to the Certificate Principal Balance of the Class I-A-5 Certificates immediately prior to such date; provided, however, for federal income tax purposes, as of any Distribution Date, with respect to the Class I-A-6 Certificates, the equivalent of the foregoing, expressed as the Uncertificated Principal Balance of Uncertificated REMIC II Regular Interest V; (ii) with respect to the Class I-A-8 Certificates, an amount equal to the Certificate Principal Balance of the Class I-A-7 Certificates immediately prior to such date; provided, however, for federal income tax purposes, as of any Distribution Date, with respect to the Class I-A-8 Certificates, the equivalent of the foregoing, expressed as the Uncertificated Principal Balance of Uncertificated REMIC II Regular Interest W; (iii) with respect to any Class I-A-V Certificates or Subclass thereof issued pursuant to Section 5.01(c) of the Standard Terms, the aggregate Stated Principal Balance of the Group I Loans corresponding to the Uncertificated REMIC I Regular Interests Z1 corresponding to the Uncertificated REMIC II Regular Interests Z1 corresponding to the Uncertificated REMIC III Regular Interests Z1 represented by such Class or Subclass immediately prior to such date, (iv) with respect to any Class II-A-V Certificates or Subclass thereof issued pursuant to Section 5.01(c) of the Standard Terms, the aggregate Stated Principal Balance of the Group II Loans corresponding to the Uncertificated REMIC I Regular Interests Z2 corresponding to the Uncertificated REMIC II Regular Interests Z2 corresponding to the Uncertificated REMIC III Regular Interests Z2 represented by such Class or Subclass immediately prior to such date.

Pass-Through Rate: With respect to the Senior Certificates (other than the Adjustable Rate Certificates, Class P Certificates, Class A-V Certificates and Class A-P Certificates) and any Distribution Date, the per annum rates set forth in the Preliminary Statement hereto.

With respect to the Class I-A-5 Certificates and the initial Interest Accrual Period,

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5.72% per annum, and as to any Interest Accrual Period thereafter, a per annum rate equal to LIBOR plus 0.40%, with a maximum rate of the Available Funds Cap and a minimum rate of 0.33% per annum. For federal income tax purposes, the Pass-Through Rate described above will be subject to a maximum rate equal to 6.00% per annum.

- o With respect to the Class I-A-6 Certificates and the initial Interest Accrual Period, 0.28% per annum, and as to any Interest Accrual Period thereafter, a per annum rate equal to 5.60% minus LIBOR, with a maximum rate of 5.60% per annum and a minimum rate of 0.00% per annum.
- o With respect to the Class I-A-7 Certificates and the initial Interest Accrual Period, 5.87% per annum, and as to any Interest Accrual Period thereafter, a per annum rate equal to LIBOR plus 0.55%, with a maximum rate of the Available Funds Cap and a minimum rate of 0.55% per annum. For federal income tax purposes, the Pass-Through Rate described above will be subject to a maximum rate equal to 6.00% per annum.
- o With respect to the Class I-A-8 Certificates and the initial Interest Accrual Period, 0.13% per annum, and as to any Interest Accrual Period thereafter, a per annum rate equal to 5.45% minus LIBOR, with a maximum rate of 5.45% per annum and a minimum rate of 0.00% per annum.

With respect to each Class of Class A-V Certificates (other than any Subclass thereof) and any Distribution Date, a rate equal to the weighted average, expressed as a percentage, of the Pool Strip Rates of all Mortgage Loans in the related Loan Group as of the Due Date in the related Due Period, weighted on the basis of the respective Stated Principal Balances of such Mortgage Loans as of the day immediately preceding such Distribution Date (or, with respect to the initial Distribution Date, at the close of business on the Cut-off Date). With respect to the Class I-A-V Certificates and Class II-A-V Certificates and the initial Distribution Date, the Pass-Through Rate is equal to 0.3453% and 0.4166% per annum, respectively. With respect to any Subclass of Class A-V Certificates and any Distribution Date, a rate equal to the weighted average, expressed as a percentage, of the Pool Strip Rates of all Mortgage Loans in the related Loan Group corresponding to the Uncertificated REMIC I Regular Interests Z, corresponding to the Uncertificated REMIC II Regular Interests Z, corresponding to the Uncertificated REMIC III Regular Interests Z represented by such Subclass as of the Due Date in the related Due Period, weighted on the basis of the respective Stated Principal Balances of such Mortgage Loans as of the day immediately preceding such Distribution Date (or with respect to the initial Distribution Date, at the close of business on the Cut-off Date). The Class A-P Certificates and Class P Certificates have no Pass-Through Rate and are not entitled to Accrued Certificate Interest. The Pass-Through Rate on the Class M Certificates and Class B Certificates is equal to the weighted average of 6.00% and 6.75% per annum weighted on the basis of the Subordinate Percentage of Loan Group I and Loan Group II, respectively. The Pass-Through Rate on the Class M Certificates and Class B Certificates with respect to the initial Interest Accrual Period is approximately 6.25% per annum.

Pool Strip Rate: With respect to each Mortgage Loan in any Loan Group, a per annum rate equal to the excess of (a) the Net Mortgage Rate of such Mortgage Loan over (b) the Discount Net Mortgage Rate for such Loan Group (but not less than 0.00%) per annum.

Prepayment Assumption: With respect to Loan Group I and Loan Group II, the prepayment assumption to be used for determining the accrual of original issue discount and premium and market discount on the related Certificates for federal income tax purposes, which assumes a constant prepayment rate of 8.0% per annum of the then outstanding principal balance of the related Mortgage Loans in the first month of the life of such Mortgage Loans and an additional approximately 1.454545% per annum in each month thereafter until the twelfth month, and beginning in the twelfth month and in each month thereafter during the life of the related Mortgage Loans, a constant prepayment rate of 24.0% per annum.

Prepayment Charge Loan: Any Mortgage Loan for which a Prepayment Charge may be assessed and to which such Prepayment Charge the Class P Certificates are entitled, as indicated on the Mortgage Loan Schedule.

Prepayment Charge: With respect to any Mortgage Loan, the charges or premiums, if any, received in connection with a full or partial prepayment of such Mortgage Loan in accordance with the terms thereof.

Prepayment Distribution Percentage: With respect to any Distribution Date and each Class of Subordinate Certificates and each Loan Group, under the applicable circumstances set forth below, the respective percentages set forth below:

- (i) For any Distribution Date prior to the Distribution Date in June 2012 (unless the Certificate Principal Balances of the related Senior Certificates (other than the related Class A-P Certificates), have been reduced to zero), 0%.
- (ii) For any Distribution Date not discussed in clause (i) above on which any Class of Subordinate Certificates is outstanding:
  - (a) in the case of the Class of Subordinate Certificates then outstanding with the Highest Priority and each other Class of Subordinate Certificates for which the related Prepayment Distribution Trigger has been satisfied, a fraction, expressed as a percentage, the numerator of which is the Certificate Principal Balance of such Class immediately prior to such date and the denominator of which is the sum of the Certificate Principal Balances immediately prior to such date of (1) the Class of Subordinate Certificates then outstanding with the Highest Priority and (2) all other Classes of Subordinate Certificates for which the respective Prepayment Distribution Triggers have been satisfied; and
  - (b) in the case of each other Class of Subordinate Certificates for

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which the Prepayment Distribution Triggers have not been satisfied, 0%; and

(iii) Notwithstanding the foregoing, if the application of the foregoing percentages on any Distribution Date as provided in Section 4.02 of this Series Supplement (determined without regard to the proviso to the definition of "Subordinate Principal Distribution Amount") would result in a distribution in respect of principal of any Class or Classes of Subordinate Certificates in an amount greater than the remaining Certificate Principal Balance thereof (any such Class, a "Maturing Class"), then: (a) the Prepayment Distribution Percentage of each Maturing Class shall be reduced to a level that, when applied as described above, would exactly reduce the Certificate Principal Balance of such Class to zero; (b) the Prepayment Distribution Percentage of each other Class of Subordinate Certificates (any such Class, a "Non-Maturing Class") shall be recalculated in accordance with the provisions in paragraph (ii) above, as if the Certificate Principal Balance of each Maturing Class had been reduced to zero (such percentage as recalculated, the "Recalculated Percentage"); (c) the total amount of the reductions in the Prepayment Distribution Percentages of the Maturing Class or Classes pursuant to clause (a) of this sentence, expressed as an aggregate percentage, shall be allocated among the Non-Maturing Classes in proportion to their respective Recalculated Percentages (the portion of such aggregate reduction so allocated to any Non-Maturing Class, the "Adjustment Percentage"); and (d) for purposes of such Distribution Date, the Prepayment Distribution Percentage of each Non-Maturing Class shall be equal to the sum of (1) the Prepayment Distribution Percentage thereof, calculated in accordance with the provisions in paragraph (ii) above as if the Certificate Principal Balance of each Maturing Class had not been reduced to zero, plus (2) the related Adjustment Percentage.

Prepayment Distribution Trigger: With respect to any Distribution Date and any Class of Subordinate Certificates (other than the Class M-1 Certificates), a test that shall be satisfied if the fraction (expressed as a percentage) equal to the sum of the Certificate Principal Balances of such Class and each Class of Subordinate Certificates with a Lower Priority than such Class immediately prior to such Distribution Date divided by the aggregate Stated Principal Balance of all of the Mortgage Loans (or REO Properties) immediately prior to such Distribution Date is greater than or equal to the sum of the Initial Subordinate Class Percentages of such Class and each Class of Subordinate Certificates with a Lower Priority.

Principal Only Certificates: Any one of the Class I-A-P and Class II-A-P Certificates.

Record Date: With respect to each Distribution Date and each Class of Certificates (other than the Adjustable Rate Certificates for so long as the Adjustable Rate Certificates are in book-entry form), the close of business on the last Business Day of the month preceding the month in which the related Distribution Date occurs. With respect to each Distribution Date and the Adjustable Rate Certificates (so long as they are Book-Entry Certificates), the close of business on the Business Day prior to such Distribution Date.

Related Classes: As to any Uncertificated REMIC II Regular Interest, other than any Uncertificated REMIC II Regular Interest Z, those Classes of Certificates identified as "Related Classes of Certificates" to such Uncertificated REMIC II Regular Interest in the definition of Uncertificated REMIC II Regular Interest. As to any Uncertificated REMIC II Regular Interest Z, the Class A-V Certificates or Subclass thereof issued pursuant to Section 5.01(c) of the Standard Terms representing the Uncertificated REMIC III Regular Interest Z corresponding to such Uncertificated REMIC II Regular Interest Z.

REMIC I: The segregated pool of assets (exclusive of the Yield Maintenance Agreements, which are not assets of any REMIC), with respect to which a REMIC election is to be made, consisting of:

- (i) the Mortgage Loans and the related Mortgage Files,
- (ii) all payments and collections in respect of the Mortgage Loans due after the Cut-off Date (other than Monthly Payments due in the month of the Cut-off Date) as shall be on deposit in the Custodial Account or in the Certificate Account and identified as belonging to the Trust Fund, including the proceeds from the liquidation of Additional Collateral for any Additional Collateral Loan, but not including amounts on deposit in the Initial Monthly Payment Fund,
- (iii) property which secured a Mortgage Loan and which has been acquired for the benefit of the Certificateholders by foreclosure or deed in lieu of foreclosure,
- (iv) the hazard insurance policies and Primary Insurance Policies, if any, the Pledged Assets with respect to each Pledged Asset Mortgage Loan, and the interest in the Surety Bond transferred to the Trustee pursuant to Section 2.01 herein, in each case related to Mortgage Loans, and
- (v) all proceeds of clauses (i) through (iv) above.

REMIC I Certificates: The Class R-I Certificates.

REMIC I X Principal Reduction Amounts: For any Distribution Date, the amounts by which the Uncertificated Principal Balances of the Uncertificated REMIC I Regular Interests X-I and X-II will be reduced on such Distribution Date by the allocation of Realized Losses and the distribution of principal, determined as described in Appendix I.

REMIC I X-I Principal Distribution Amount: For any Distribution Date, the excess, if any, of the REMIC I X-I Principal Reduction Amount for such Distribution Date over the Realized Losses allocated to the Uncertificated REMIC I Regular Interest X-I on such Distribution Date in reduction of the principal balance thereof.

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REMIC I X-I Principal Reduction Amount: The REMIC I X Principal Reduction Amount for the Uncertificated REMIC I Regular Interest X-I as determined pursuant to the provisions of Appendix I.

REMIC I X-II Principal Distribution Amount: For any Distribution Date, the excess, if any, of the REMIC I X-II Principal Reduction Amount for such Distribution Date over the Realized Losses allocated to the Uncertificated REMIC I Regular Interest X-II on such Distribution Date in reduction of the principal balance thereof.

REMIC I X-II Principal Reduction Amount: The REMIC I X Principal Reduction Amount for the Uncertificated REMIC I Regular Interest X-II as determined pursuant to the provisions of Appendix I.

REMIC I Y Principal Reduction Amounts: For any Distribution Date, the amounts by which the Uncertificated Principal Balances of the Uncertificated REMIC I Regular Interests Y-I and Y-II will be reduced on such Distribution Date by the allocation of Realized Losses and the distribution of principal, which shall be in each case the excess of (A) the sum of (x) the excess of the Available Distribution Amount for the related Loan Group (i.e. the "related Loan Group" for the Uncertificated REMIC I Regular Interest Y-I are the Group I Loans, the "related Loan Group" for the Uncertificated REMIC I Regular Interest Y-II is the Group II Loans) over the sum of the amounts thereof distributable (i) in respect of Uncertificated Accrued Interest on such regular interest, the related Uncertificated REMIC I Regular Interest X-I or X-II, as applicable, and the Uncertificated REMIC I Regular Interests Z relating to Mortgage Loans in the related Loan Group(s), (ii) to the Uncertificated REMIC I Regular Interests pursuant to clause (C)(1) of the definition of "Uncertificated REMIC I Distribution Amount", (iii) in the case of the Group I Loans, to the Uncertificated REMIC I Regular Interest I-A-P-L, (iv) in the case of the Group II Loans, to the Uncertificated REMIC I Regular Interest II-A-P-L, and (v) in the case of the Group I Loans, to the Class R-I Certificates and (y) the amount of Realized Losses allocable to principal for the related Loan Group(s) over (B) the REMIC I X Principal Reduction Amount for the related Loan Group.

REMIC I Y-I Principal Distribution Amount: For any Distribution Date, the excess, if any, of the REMIC I Y-I Principal Reduction Amount for such Distribution Date over the Realized Losses allocated to Uncertificated REMIC I Regular Interest Y-I on such Distribution Date in reduction of the principal balance thereof.

REMIC I Y-I Principal Reduction Amount: The REMIC I Y Principal Reduction Amount for Uncertificated REMIC I Regular Interest Y-I as determined pursuant to the provisions of Appendix I.

REMIC I Y-II Principal Distribution Amount: For any Distribution Date, the excess, if any, of the REMIC I Y-II Principal Reduction Amount for such Distribution Date over the Realized Losses allocated to Uncertificated REMIC I Regular Interest Y-II on such Distribution Date in reduction of the principal balance thereof.

REMIC I Y-II Principal Reduction Amount: The REMIC I Y Principal Reduction Amount for Uncertificated REMIC I Regular Interest Y-II as determined pursuant to the provisions of Appendix I.

REMIC II: The segregated pool of assets consisting of the Uncertificated REMIC I Regular Interests, with respect to which a separate REMIC election is to be made.

REMIC II Certificates: The Class R-II Certificates.

REMIC III: The segregated pool of assets consisting of the Uncertificated REMIC II Regular Interests, with respect to which a separate REMIC election is to be made.

REMIC III Certificates: Any Class of Certificates (other than the Class R-I Certificates and the Class R-II Certificates).

Senior Accelerated Distribution Percentage: With respect to either Loan Group and any Distribution Date occurring on or prior to the 60th Distribution Date, 100%. With respect to any Distribution Date thereafter and such Loan Group as follows:

- (i) for any Distribution Date after the 60th Distribution Date but on or prior to the 72nd Distribution Date, the related Senior Percentage for such Distribution Date plus 70% of the related Subordinate Percentage for such Distribution Date;
- (ii) for any Distribution Date after the 72nd Distribution Date but on or prior to the 84th Distribution Date, the related Senior Percentage for such Distribution Date plus 60% of the related Subordinate Percentage for such Distribution Date;
- (iii) for any Distribution Date after the 84th Distribution Date but on or prior to the 96th Distribution Date, the related Senior Percentage for such Distribution Date plus 40% of the related Subordinate Percentage for such Distribution Date;
- (iv) for any Distribution Date after the 96th Distribution Date but on or prior to the 108th Distribution Date, the related Senior Percentage for such Distribution Date plus 20% of the related Subordinate Percentage for such Distribution Date; and
- (v) for any Distribution Date thereafter, the related Senior Percentage for such Distribution Date;

provided, however,

(i) that any scheduled reduction to the Senior Accelerated Distribution Percentage described above for either Loan Group shall not occur as of any Distribution Date unless either:



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(a)(1)(X) the outstanding principal balance of the Mortgage Loans delinquent 60 days or more (including Mortgage Loans which are in foreclosure, have been foreclosed or otherwise liquidated, or with respect to which the Mortgagor is in bankruptcy and any REO Property) averaged over the last six months, as a percentage of the aggregate outstanding Certificate Principal Balance of the Subordinate Certificates, is less than 50% or (Y) the outstanding principal balance of Mortgage Loans in both Loan Groups delinquent 60 days or more (including Mortgage Loans which are in foreclosure, have been foreclosed or otherwise liquidated, or with respect to which the Mortgagor is in bankruptcy and any REO Property) averaged over the last six months, as a percentage of the aggregate outstanding principal balance of all Mortgage Loans averaged over the last six months, does not exceed 2% and (2) Realized Losses on the Mortgage Loans to date for such Distribution Date if occurring during the sixth, seventh, eighth, ninth or tenth year (or any year thereafter) after the Closing Date are less than 30%, 35%, 40%, 45% or 50%, respectively, of the sum of the Initial Certificate Principal Balances of the Subordinate Certificates; or

(b)(1) the outstanding principal balance of Mortgage Loans delinquent 60 days or more (including Mortgage Loans which are in foreclosure, have been foreclosed or otherwise liquidated, or with respect to which the Mortgagor is in bankruptcy and any REO Property) averaged over the last six months, as a percentage of the aggregate outstanding principal balance of all Mortgage Loans averaged over the last six months, does not exceed 4% and (2) Realized Losses on the Mortgage Loans to date for such Distribution Date, if occurring during the sixth, seventh, eighth, ninth or tenth year (or any year thereafter) after the Closing Date are less than 10%, 15%, 20%, 25% or 30%, respectively, of the sum of the Initial Certificate Principal Balances of the Subordinate Certificates; and

(ii) that for any Distribution Date on which the related Senior Percentage is greater than the related Senior Percentage as of the Closing Date, the related Senior Accelerated Distribution Percentage for such Distribution Date shall be 100%.

Notwithstanding the foregoing, upon the reduction of the Certificate Principal Balances of the Senior Certificates related to a Loan Group (other than the related Class A-P Certificates, if any) to zero, the related Senior Accelerated Distribution Percentage shall thereafter be 0%.

Senior Certificate: Any one of the Group I Senior Certificates or Group II Senior Certificates executed by the Trustee and authenticated by the Certificate Registrar substantially in the form annexed to the Standard Terms as Exhibit A (Class A) and Exhibit D (Class R) and annexed hereto as Exhibit Six (Class P).

Senior Interest Distribution Amount: With respect to any Distribution Date and Loan Group, the amount of Accrued Certificate Interest required to be distributed from the related Available Distribution Amount to the Holders of the related Senior Certificates for that Distribution Date.

Senior Percentage: The Class I-A Percentage or Class II-A Percentage, as applicable.

Senior Principal Distribution Amount: With respect to any Distribution Date and either Loan Group the lesser of (a) the balance of the related Available Distribution Amount remaining after the distribution of all amounts required to be distributed therefrom pursuant to Section 4.02(a)(i), Section 4.02(a)(ii)(W) (excluding any amount distributable pursuant to clause (E) of the definition of "Class A-P Principal Distribution Amount"), Section 4.02(a)(ii)(X) and Section 4.02(a)(ii)(Y), and (b) the sum of the amounts required to be distributed to the Senior Certificateholders of the related Certificate Group, other than the Class A-P Certificates, on such Distribution Date pursuant to Sections 4.02(a)(ii)(Z), 4.02(a)(xvi) and 4.02(a)(xvii).

Senior Support Certificates: Any of the Class I-A-9 Certificates and Class II-A-2 Certificates.

Special Hazard Amount: As of any Distribution Date, an amount equal to \$8,032,922 minus the sum of (i) the aggregate amount of Special Hazard Losses allocated solely to one or more specific Classes of Certificates in accordance with Section 4.05 of this Series Supplement and (ii) the Adjustment Amount (as defined below) as most recently calculated. For each anniversary of the Cut-off Date, the Adjustment Amount shall be equal to the amount, if any, by which the amount calculated in accordance with the preceding sentence (without giving effect to the deduction of the Adjustment Amount for such anniversary) exceeds the greater of (A) the greater of (i) the product of the Special Hazard Percentage for such anniversary multiplied by the outstanding principal balance of all the Mortgage Loans on the Distribution Date immediately preceding such anniversary and (ii) twice the outstanding principal balance of the Mortgage Loan with the largest outstanding principal balance as of the Distribution Date immediately preceding such anniversary and (B) the greater of (i) the product of 0.50% multiplied by the outstanding principal balance of all of the Mortgage Loans on the Distribution Date immediately preceding such anniversary multiplied by a fraction, the numerator of which is equal to the aggregate outstanding principal balance (as of the immediately preceding Distribution Date) of all of the Mortgage Loans secured by Mortgaged Properties located in the State of California divided by the aggregate outstanding principal balance (as of the immediately preceding Distribution Date) of all of the Mortgage Loans, expressed as a percentage, and the denominator of which is equal to 12.72% (which percentage is equal to the percentage of Mortgage Loans by aggregate principal balance initially secured by Mortgaged Properties located in the State of California) and (ii) the aggregate outstanding principal balance (as of the immediately preceding Distribution Date) of the largest Mortgage Loan secured by a Mortgaged Property (or, with respect to a Cooperative Loan, the related Cooperative Apartment) located in the State of California.

The Special Hazard Amount may be further reduced by the Master Servicer (including accelerating the manner in which coverage is reduced) provided that prior to any such reduction, the Master Servicer shall (i) obtain written confirmation from each Rating Agency that such reduction shall not reduce the rating assigned to any Class of Certificates by

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such Rating Agency below the lower of the then-current rating or the rating assigned to such Certificates as of the Closing Date by such Rating Agency and (ii) provide a copy of such written confirmation to the Trustee.

**Special Hazard Percentage:** As of each anniversary of the Cut-off Date, the greater of (i) 1.0% and (ii) the largest percentage obtained by dividing the aggregate outstanding principal balance (as of immediately preceding Distribution Date) of the Mortgage Loans secured by Mortgaged Properties located in a single, five-digit zip code area in the State of California by the outstanding principal balance of all of the Mortgage Loans as of the immediately preceding Distribution Date.

**Subordinate Certificate:** Any one of the Class M Certificates or Class B Certificates, executed by the Trustee and authenticated by the Certificate Registrar substantially in the form annexed to the Standard Terms as Exhibit B and Exhibit C, respectively.

**Subordinate Class Percentage:** With respect to any Distribution Date and any Class of Subordinate Certificates, a fraction, expressed as a percentage, the numerator of which is the aggregate Certificate Principal Balance of such Class of Subordinate Certificates immediately prior to such date and the denominator of which is the aggregate Stated Principal Balance of all of the Mortgage Loans (or REO Properties) (other than the Discount Fraction of each Discount Mortgage Loan) immediately prior to such Distribution Date.

**Subordinate Percentage:** With respect to any Loan Group, as of any date of determination a percentage equal to 100% minus the related Senior Percentage as of that date.

**Subordinate Principal Distribution Amount:** With respect to any Distribution Date and Loan Group and each Class of Subordinate Certificates, (a) the sum of the following: (i) such Class's pro rata share, based on the Certificate Principal Balance of each Class of Subordinate Certificates then outstanding, of the aggregate of the amounts calculated (without giving effect to the related Senior Percentages) for such Distribution Date for the related Loan Group under clauses (1), (2) and (3) of Section 4.02(a)(ii)(Z)(A) to the extent not payable to the related Senior Certificates; (ii) such Class's pro rata share, based on the Certificate Principal Balance of each Class of Subordinate Certificates then outstanding, of the principal collections described in Section 4.02(a)(ii)(Z)(B)(b) for the related Loan Group (without giving effect to the related Senior Accelerated Distribution Percentages) to the extent such collections are not otherwise distributed to the related Senior Certificates; (iii) the product of (x) the related Prepayment Distribution Percentage and (y) the aggregate of all Principal Prepayments in Full received in the related Prepayment Period and Curtailments received in the preceding calendar month for the related Loan Group (other than the related Discount Fraction of such Principal Prepayments in Full and Curtailments with respect to a related Discount Mortgage Loan) to the extent not payable to the related Senior Certificates; (iv) if such Class is the Class of Subordinate Certificates with the Highest Priority, any related Excess Subordinate Principal Amount for the related Loan Group for such Distribution Date not paid to the related Senior Certificates; and (v) any amounts described in clauses (i), (ii) and (iii) as determined for any previous Distribution Date, that remain undistributed to the extent that such amounts are not attributable to Realized Losses which have been allocated to a Class of Subordinate Certificates minus (b) the sum of (i) with respect to the Class of Subordinate Certificates with the Lowest Priority, any related Excess Subordinate Principal Amount for such Distribution Date; and (ii) the related Capitalization Reimbursement Amount for such Loan Group and Distribution Date, other than the related Discount Fraction of any portion of that amount related to each related Discount Mortgage Loan in the related Loan Group, multiplied by a fraction, the numerator of which is the Subordinate Principal Distribution Amount for such Class of Subordinate Certificates, without giving effect to this clause (b)(ii), and the denominator of which is the sum of the principal distribution amounts for all Classes of Certificates (other than the Class A-P Certificates), without giving effect to any reductions for the Capitalization Reimbursement Amount.

**Super Senior Certificates:** Any of the Class I-A-2, Class I-A-4 and Class II-A-1 Certificates.

**Targeted Principal Balance:** With respect to the Class I-A-5 Certificates and Class I-A-7 Certificates and any Distribution Date, the amount set forth in Schedule B and Schedule C, respectively, of the table entitled "Aggregate Planned Principal Balances and Targeted Principal Balances" in Exhibit Five to this Series Supplement for such Certificates opposite such Distribution Date.

**Uncertificated Accrued Interest:** With respect to each Distribution Date, (i) as to each Uncertificated REMIC I Regular Interest other than each Uncertificated REMIC I Regular Interest Z, an amount equal to one month's interest at the related Uncertificated Pass-Through Rate on the Uncertificated Principal Balance of such Uncertificated REMIC I Regular Interest, (ii) as to each Uncertificated REMIC II Regular Interest other than each Uncertificated REMIC II Regular Interest Z, an amount equal to the aggregate amount of Accrued Certificate Interest that would result under the terms of the definition thereof on the Related Classes of Certificates (excluding any Interest Only Certificates) if the Pass-Through Rate on such Classes were equal to the Uncertificated Pass-Through Rate on such Uncertificated REMIC II Regular Interest and (iii) as to each Uncertificated REMIC I Regular Interest Z, Uncertificated REMIC II Regular Interest Z and Uncertificated REMIC III Regular Interest Z, an amount equal to one month's interest at the Pool Strip Rate of the related Mortgage Loan on the principal balance of such Mortgage Loan reduced by such Regular Interest's pro-rata share of any prepayment interest shortfalls or other reductions of interest allocable to the related Class A-V Certificates

**Uncertificated Pass-Through Rate:** With respect to each of the Uncertificated REMIC I Regular Interests, other than the Uncertificated REMIC I Regular Interests Z, the per annum rate specified in the definition of Uncertificated REMIC I Regular Interests. With respect to each of the Uncertificated REMIC II Regular Interests, other than the Uncertificated REMIC II Regular Interests Z, the per annum rate specified in the definition of Uncertificated REMIC II Regular Interests. With respect to each Uncertificated REMIC I Regular Interest Z, Uncertificated REMIC II Regular Interest Z and each Uncertificated REMIC

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III Regular Interest Z, the Pool Strip Rate for the related Mortgage Loan.

Uncertificated Principal Balance: With respect to each Uncertificated REMIC I Regular Interest, as defined in the definition of Uncertificated REMIC I Regular Interest. With respect to each Uncertificated REMIC II Regular Interest, as defined in the definition of Uncertificated REMIC II Regular Interest.

Uncertificated REMIC I Distribution Amount: For any Distribution Date, the Available Distribution Amount shall be distributed to the Uncertificated REMIC I Regular Interests and the Class R-I Certificates in the following amounts and priority:

- (A) To the extent of the Available Distribution Amount for Loan Group I:
- (1) first, to the Uncertificated REMIC I Regular Interests Z1, Uncertificated Accrued Interest thereon for such Distribution Date, plus any Uncertificated Accrued Interest thereon remaining unpaid from any previous Distribution Date;
  - (2) second, to Uncertificated REMIC I Regular Interest I-A-P-L, an amount equal to the sum of the Class A-P Principal Distribution Amounts for Loan Group I;
  - (3) third, to Uncertificated REMIC I Regular Interests X-I and Y-I and the Class R-I Certificates, concurrently, the Uncertificated Accrued Interest for such regular interests and the Accrued Certificate Interest for such Certificates remaining unpaid from previous Distribution Dates, pro rata according to their respective shares of such unpaid amounts;
  - (4) fourth, to Uncertificated REMIC I Regular Interests X-I and Y-I and the Class R-I Certificates, concurrently, the Uncertificated Accrued Interest for such regular interests or the Accrued Certificate Interest for such Certificates for the current Distribution Date, pro rata according to their respective shares of such amounts; and
  - (5) fifth, to Uncertificated REMIC I Regular Interests X-I and Y-I and the Class R-I Certificates, the REMIC I X-I Principal Distribution Amount, the REMIC I Y-I Principal Distribution Amount and the Class R-I Certificate principal distribution amount, respectively.
- (B) To the extent of the Available Distribution Amount for Loan Group II:
- (1) first, to the Uncertificated REMIC I Regular Interests Z2, Uncertificated Accrued Interest thereon for such Distribution Date, plus any Uncertificated Accrued Interest thereon remaining unpaid from any previous Distribution Date;
  - (2) second, to Uncertificated REMIC I Regular Interest II-A-P-L, an amount equal to the sum of the Class A-P Principal Distribution Amounts for Loan Group II;
  - (3) third, to Uncertificated REMIC I Regular Interests X-II and Y-II, concurrently, the Uncertificated Accrued Interest thereon remaining unpaid from previous Distribution Dates, pro rata according to their respective shares of such unpaid amounts;
  - (4) fourth, to Uncertificated REMIC I Regular Interests X-II and Y-II, concurrently, the Uncertificated Accrued Interest thereon for the current Distribution Date, pro rata according to their respective shares of such amounts; and
  - (5) fifth, to Uncertificated REMIC I Regular Interests X-II and Y-II, the REMIC I X-II Principal Distribution Amount and the REMIC I Y-II Principal Distribution Amount, respectively.
- (C) To the extent of the Available Distribution Amounts for Loan Groups I and II for such Distribution Date remaining after payment of the amounts pursuant to paragraphs (A) and (B) of this definition of "Uncertificated REMIC I Distribution Amount":
- (1) first, to each Uncertificated REMIC I Regular Interest, pro rata according to the amount of unreimbursed Realized Losses allocable to principal previously allocated to each such regular interest, the aggregate amount of any distributions to the Certificates as reimbursement of such Realized Losses on such Distribution Date pursuant to Section 4.02(e); provided, however, that any amounts distributed pursuant to this paragraph (C)(1) of this definition of "Uncertificated REMIC I Distribution Amount" shall not cause a reduction in the Uncertificated Principal Balances of any of the Uncertificated REMIC I Regular Interests; and
  - (2) second, to the Class R-I Certificates, any remaining amount.

On each Distribution Date the Trustee shall be deemed to distribute from REMIC II, in the priority set forth in the definition of the Uncertificated REMIC II Regular Interest Distribution Amount to itself as the Holder of the Uncertificated REMIC II Regular Interests and to the Holders of the Class R-II Certificates as the Holders of the residual interest in REMIC II the amounts distributable thereon from the amounts deemed to have been received by REMIC II from REMIC I under this definition.

Uncertificated REMIC I Regular Interests: The Uncertificated REMIC I Regular Interests Z together with the interests identified in the table below, each representing an undivided beneficial ownership interest in REMIC I, and having the following characteristics:

1. The principal balance from time to time of each Uncertificated REMIC I

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Regular Interest identified in the table below shall be the amount identified as the Initial Principal Balance thereof in such table, minus the sum of (x) the aggregate of all amounts previously deemed distributed with respect to such interest and applied to reduce the Uncertificated Principal Balance thereof pursuant to Section 10.04(a) and (y) the aggregate of all reductions in Certificate Principal Balance deemed to have occurred in connection with Realized Losses that were previously deemed allocated to the Uncertificated Principal Balance of such Uncertificated REMIC I Regular Interest pursuant to Section 10.04(e).

2. The Uncertificated Pass-Through Rate for each Uncertificated REMIC I Regular Interest identified in the table below shall be the per annum rate set forth in the Pass-Through Rate column of such table.
3. The Uncertificated REMIC I Distribution Amount for each REMIC I Regular Interest identified in the table below shall be, for any Distribution Date, the amount deemed distributed with respect to such Uncertificated REMIC I Regular Interest on such Distribution Date pursuant to the provisions of Section 10.04(a).

Uncertificated REMIC I Regular Interest	Pass-Through Rate	Initial Principal Balance
X-I	6.00%	\$263,547.88
X-II	6.75%	\$135,526.82
Y-I	6.00%	\$529,381,053.65
Y-II	6.75%	\$270,918,119.34
I-A-P-L	0.00%	\$855,431.85
II-A-P-L	0.00%	\$1,738,327.50

Uncertificated REMIC II Regular Interests: The Uncertificated REMIC II Regular Interests Z together with the interests identified in the table below, each representing an undivided beneficial ownership interest in REMIC II, and having the following characteristics:

1. The principal balance from time to time of each Uncertificated REMIC II Regular Interest identified in the table below shall be the amount identified as the Initial Principal Balance thereof in such table, minus the sum of (x) the aggregate of all amounts previously deemed distributed with respect to such interest and applied to reduce the Uncertificated Principal Balance thereof pursuant to Section 10.04(b)(ii) and (y) the aggregate of all reductions in Certificate Principal Balance deemed to have occurred in connection with Realized Losses that were previously deemed allocated to the Uncertificated Principal Balance of such Uncertificated REMIC II Regular Interest pursuant to Section 10.04(e), which equals the aggregate principal balance of the Classes of Certificates identified as related to such Uncertificated REMIC II Regular Interest in such table.
2. The Uncertificated Pass-Through Rate for each Uncertificated REMIC II Regular Interest identified in the table below shall be the per annum rate set forth in the Pass-Through Rate column of such table.
3. The Uncertificated REMIC II Regular Interest Distribution Amount for each REMIC II Regular Interest identified in the table below shall be, for any Distribution Date, the amount deemed distributed with respect to such Uncertificated REMIC II Regular Interest on such Distribution Date pursuant to the provisions of Section 10.04(b).

Uncertificated REMIC II Regular Interest	Related Classes of Certificates	Pass-Through Rate	Initial Principal Balance
U	Class I-A-1, Class I-A-2, Class I-A-3, Class I-A-4 and Class I-A-9	6.00%	\$351,691,000.00
V	Class I-A-5, Class I-A-6	6.00%	\$94,797,000.00
W	Class I-A-7, Class I-A-8	6.00%	\$50,000,000.00
X	Class II-A-1, Class II-A-2, Class R-III	6.75%	\$254,003,100.00
I-A-P-M	Class I-A-P	0.00%	\$855,431.85

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II-A-P-M	Class II-A-P	0.00%	\$1,738,327.50
Y	Class M-1, Class M-2, Class M-3, Class B-1, Class B-2, Class B-3	The weighted average of the Uncertificated Pass-Through Rates for Uncertificated REMIC I Regular Interests X-I and X-II.	\$50,207,047.69

Uncertificated REMIC I Regular Interests Z: Each of the Uncertificated REMIC I Regular Interests Z1 and Uncertificated REMIC I Regular Interests Z2.

Uncertificated REMIC I Regular Interests Z1: Each of the 2,161 uncertificated partial undivided beneficial ownership interests in REMIC I, numbered sequentially from 1 to 2,161, each relating to the particular Mortgage Loan in Loan Group I identified by such sequential number on the Mortgage Loan Schedule, each having no principal balance, and each bearing interest at the respective Pool Strip Rate on the Stated Principal Balance of the related Mortgage Loan.

Uncertificated REMIC I Regular Interests Z2: Each of the 1,214 uncertificated partial undivided beneficial ownership interests in REMIC I, numbered sequentially from 1 to 1,214, each relating to the particular Mortgage Loan in Loan Group II identified by such sequential number on the Mortgage Loan Schedule, each having no principal balance, and each bearing interest at the respective Pool Strip Rate on the Stated Principal Balance of the related Mortgage Loan.

Uncertificated REMIC II Regular Interests Z: Each of the Uncertificated REMIC II Regular Interests Z1 and Uncertificated REMIC II Regular Interests Z2.

Uncertificated REMIC II Regular Interests Z1: Each of the 2,161 uncertificated partial undivided beneficial ownership interests in REMIC II numbered sequentially from 1 to 2,161, each relating to the identically numbered Uncertificated REMIC I Regular Interests Z1, each having no principal balance, and each bearing interest at the respective Pool Strip Rate on the Stated Principal Balance of the related Mortgage Loan.

Uncertificated REMIC II Regular Interests Z2: Each of the 1,214 uncertificated partial undivided beneficial ownership interests in REMIC II numbered sequentially from 1 to 1,214, each relating to the identically numbered Uncertificated REMIC I Regular Interests Z2, each having no principal balance, and each bearing interest at the respective Pool Strip Rate on the Stated Principal Balance of the related Mortgage Loan.

Uncertificated REMIC II Regular Interests Z Distribution Amount: With respect to any Distribution Date, the sum of the amounts deemed to be distributed on the Uncertificated REMIC II Regular Interests Z for such Distribution Date pursuant to Section 10.04.

Uncertificated REMIC II Regular Interest Distribution Amount: With respect to each Uncertificated REMIC II Regular Interest, other than the Uncertificated REMIC II Regular Interests Z, the amount specified as the Uncertificated REMIC II Regular Interest Distribution Amount with respect thereto in the definition of Uncertificated REMIC II Regular Interests. With respect to the Uncertificated REMIC II Regular Interests Z, the Uncertificated REMIC II Regular Interests Z Distribution Amount.

Uncertificated REMIC III Regular Interests Z: Each of the Uncertificated REMIC III Regular Interests Z1 and Uncertificated REMIC III Regular Interests Z2.

Uncertificated REMIC III Regular Interests Z1: Each of the 2,161 uncertificated partial undivided beneficial ownership interests in REMIC III numbered sequentially from 1 to 2,161, each relating to the identically numbered Uncertificated REMIC II Regular Interests Z1, each having no principal balance and bearing interest at a rate equal to the related Pool Strip Rate on the Stated Principal Balance of the Mortgage Loan related to the identically numbered Uncertificated REMIC Regular Interests Z1, comprising such Uncertificated REMIC III Regular Interests Z1's pro rata share of the amount distributed pursuant to Section 10.04(a).

Uncertificated REMIC III Regular Interests Z2: Each of the 1,214 uncertificated partial undivided beneficial ownership interests in REMIC III numbered sequentially from 1 to 1,214, each relating to the identically numbered Uncertificated REMIC II Regular Interests Z2, each having no principal balance and bearing interest at a rate equal to the related Pool Strip Rate on the Stated Principal Balance of the Mortgage Loan related to the identically numbered Uncertificated REMIC Regular Interests Z2, comprising such Uncertificated REMIC III Regular Interests Z2's pro rata share of the amount distributed pursuant to Section 10.04(a).

Uncertificated REMIC III Regular Interests Z Distribution Amount: With respect to any Distribution Date, the sum of the amounts to be distributed on the Uncertificated REMIC III Regular Interests Z for such Distribution Date pursuant to Section 10.04.

Undercollateralized Amount: With respect to any Certificate Group and Distribution Date, the excess of (i) the aggregate Certificate Principal Balance of such Certificate Group over (ii) the aggregate Stated Principal Balance of the Mortgage Loans in the related Loan Group, in each case calculated on such Distribution Date after giving effect to distributions made thereon (other than amounts to be distributed pursuant to Section 4.02(n) on such Distribution Date).

Undercollateralized Certificate Group: With respect any Distribution Date, a Certificate Group for which the related Undercollateralized Amount exceeds zero.

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Underwriters: Deutsche Bank Securities Inc. and Residential Funding Securities LLC.

Yield Maintenance Agreement: Either of the Class I-A-5 Yield Maintenance Agreement or Class I-A-7 Yield Maintenance Agreement.

Yield Maintenance Agreement Excess Amount: For any Distribution Date and each Yield Maintenance Agreement, the excess, if any, of (i) the amount paid under the related Yield Maintenance Agreement on such Distribution Date over (ii) the amount calculated in accordance with the definition of Yield Maintenance Payment.

Yield Maintenance Agreement Provider: Bank of America, N.A. and its successors and assigns or any party to any replacement, substitute, collateral or other arrangement in lieu thereof.

Yield Maintenance Payment: For any Distribution Date, the payment, if any, due to the Holders of the Class I-A-5 Certificates and Class I-A-7 Certificates from amounts paid under the related Yield Maintenance Agreement. (a) With respect to any Distribution Date on or after July 2007 through and including the Distribution Date in April 2011 and the Class I-A-5 Certificates, the Yield Maintenance Payment shall be the amount equal to the product of (i) the positive excess, if any, of (A) the lesser of (x) LIBOR as determined pursuant to the Class I-A-5 Yield Maintenance Agreement for the related calculation period (as defined in the Class I-A-5 Yield Maintenance Agreement) and (y) 9.10% per annum, over (B) 5.60% per annum, (ii) the Class I-A-5 Payment Balance and (iii) a fraction, the numerator of which is 30 and the denominator of which is 360.

(b) With respect to any Distribution Date on or after July 2007 through and including the Distribution Date in December 2010 and the Class I-A-7 Certificates, the Yield Maintenance Payment shall be the amount equal to the product of (i) the positive excess, if any, of (A) the lesser of (x) LIBOR as determined pursuant to the Class I-A-7 Yield Maintenance Agreement for the related calculation period (as defined in the Class I-A-7 Yield Maintenance Agreement) and (y) 8.95% per annum, over (B) 5.45% per annum, (ii) the Class I-A-5 Payment Balance and (iii) a fraction, the numerator of which is 30 and the denominator of which is 360.

#### Section 1.02 Use of Words and Phrases.

"Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to the Pooling and Servicing Agreement as a whole. All references herein to Articles, Sections or Subsections shall mean the corresponding Articles, Sections and Subsections in the Pooling and Servicing Agreement. The definitions set forth herein include both the singular and the plural.

#### Section 1.03. Determination of LIBOR.

LIBOR applicable to the calculation of the Pass-Through Rates on the Adjustable Rate Certificates for any Interest Accrual Period (other than the initial Interest Accrual Period) will be determined as described below:

On each Distribution Date, LIBOR shall be established by the Trustee and, as to any Interest Accrual Period, will equal the rate for one month United States dollar deposits that appears on Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the second LIBOR Business Day prior to the first day of such Interest Accrual Period ("LIBOR Rate Adjustment Date"). "Reuters Screen LIBOR01 Page" means the display designated as page LIBOR01 on the Reuters Screen (or such other page as may replace LIBOR01 page on that service for the purpose of displaying London interbank offered rates of major banks). If such rate does not appear on such page (or such other page as may replace that page on that service, or if such service is no longer offered, any other service for displaying LIBOR or comparable rates as may be selected by the Trustee after consultation with the Master Servicer), the rate will be the Reference Bank Rate. The "Reference Bank Rate" will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the reference banks (which shall be any three major banks that are engaged in transactions in the London interbank market, selected by the Trustee after consultation with the Master Servicer) as of 11:00 a.m., London time, on the day that is one LIBOR Business Day prior to the immediately preceding Distribution Date to prime banks in the London interbank market for a period of one month in amounts approximately equal to the aggregate Certificate Principal Balance of the Adjustable Rate Certificates then outstanding. The Trustee will request the principal London office of each of the reference banks to provide a quotation of its rate. If at least two such quotations are provided, the rate will be the arithmetic mean of the quotations rounded up to the next multiple of 1/16%. If on such date fewer than two quotations are provided as requested, the rate will be the arithmetic mean of the rates quoted by one or more major banks in New York City, selected by the Trustee after consultation with the Master Servicer, as of 11:00 a.m., New York City time, on such date for loans in U.S. Dollars to leading European banks for a period of one month in amounts approximately equal to the aggregate Certificate Principal Balance of the Adjustable Rate Certificates then outstanding. If no such quotations can be obtained, the rate will be LIBOR for the prior Distribution Date, or, in the case of the first LIBOR Rate Adjustment Date, 5.32% per annum; provided, however, if, under the priorities described above, LIBOR for a Distribution Date would be based on LIBOR for the previous Distribution Date for the third consecutive Distribution Date, the Trustee shall, after consultation with the Master Servicer, select an alternative comparable index (over which the Trustee has no control), used for determining one-month Eurodollar lending rates that is calculated and published (or otherwise made available) by an independent party. "LIBOR Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the city of London, England are required or authorized by law to be closed.

The establishment of LIBOR by the Trustee on any LIBOR Rate Adjustment Date and the Master Servicer's subsequent calculation of the Pass-Through Rates applicable to each of the Adjustable Rate Certificates for the relevant Interest Accrual Period, in the absence of manifest error, will be final and binding.

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Promptly following each LIBOR Rate Adjustment Date the Trustee shall supply the Master Servicer with the results of its determination of LIBOR on such date. Furthermore, the Trustee will supply the Pass-Through Rates on each of the Adjustable Rate Certificates for the current and the immediately preceding Interest Accrual Period via the Trustee's website, which may be obtained by telephoning the Trustee at (800) 735-7777.

## ARTICLE II

## CONVEYANCE OF MORTGAGE LOANS;

## ORIGINAL ISSUANCE OF CERTIFICATES

## Section 2.01 Conveyance of Mortgage Loans.

- (a) (See Section 2.01(a) of the Standard Terms).
- (b) (See Section 2.01(b) of the Standard Terms).
- (c) (See Section 2.01(b) of the Standard Terms).
- (d) (See Section 2.01(d) of the Standard Terms).
- (e) (See Section 2.01(e) of the Standard Terms).
- (f) (See Section 2.01(f) of the Standard Terms).
- (g) (See Section 2.01(g) of the Standard Terms).
- (h) (See Section 2.01(h) of the Standard Terms).

(i) In connection with such assignment, and contemporaneously with the delivery of this Agreement, the Company delivered or caused to be delivered hereunder to the Trustee, the Yield Maintenance Agreement (the delivery of which shall evidence that the fixed payment for each of the Yield Maintenance Agreement has been paid and the Trustee and the Trust Fund shall have no further payment obligation thereunder and that such fixed payment has been authorized hereby).

## Section 2.02 Acceptance by Trustee. (See Section 2.02 of the Standard Terms)

## Section 2.03 Representations, Warranties and Covenants of the Master Servicer and the Company.

- (a) For representations, warranties and covenants of the Master Servicer, see Section 2.03(a) of the Standard Terms.
- (b) The Company hereby represents and warrants to the Trustee for the benefit of Certificateholders that as of the Closing Date (or, if otherwise specified below, as of the date so specified):
  - (i) No Mortgage Loan is 30 or more days Delinquent in payment of principal and interest as of the Cut-off Date and no Mortgage Loan has been so Delinquent more than once in the 12-month period prior to the Cut-off Date;
  - (ii) The information set forth in Exhibit One hereto with respect to each Mortgage Loan or the Mortgage Loans, as the case may be, is true and correct in all material respects at the date or dates respecting which such information is furnished;
  - (iii) The Mortgage Loans are fully-amortizing (subject to interest only periods, if applicable), fixed-rate mortgage loans with level Monthly Payments due, with respect to a majority of the Mortgage Loans, on the first day of each month and terms to maturity at origination or modification of not more than 30 years;
  - (iv) To the best of the Company's knowledge, except in the case of 10 Group I Loans representing 0.4% of the Group I Loans, if a Group I Loan is secured by a Mortgaged Property with a Loan-to-Value Ratio at origination in excess of 80%, such Mortgage Loan is the subject of a Primary Insurance Policy that insures (a) at least 35% of the Stated Principal Balance of the Mortgage Loan at origination if the Loan-to-Value Ratio is between 100.00% and 95.01%, (b) at least 30% of the Stated Principal Balance of the Mortgage Loan at origination if the Loan-to-Value Ratio is between 95.00% and 90.01%, (c) at least 25% of such balance if the Loan-to-Value Ratio is between 90.00% and 85.01% and (d) at least 12% of such balance if the Loan-to-Value Ratio is between 85.00% and 80.01%; except in the case of 11 Group II Loans representing 0.6% of the Group II Loans, if a Group II Loan is secured by a Mortgaged Property with a Loan-to-Value Ratio at origination in excess of 80%, such Mortgage Loan is the subject of a Primary Insurance Policy that insures (a) at least 35% of the Stated Principal Balance of the Mortgage Loan at origination if the Loan-to-Value Ratio is between 100.00% and 95.01%, (b) at least 30% of the Stated Principal Balance of the Mortgage Loan at origination if the Loan-to-Value Ratio is between 95.00% and 90.01%, (c) at least 25% of such balance if the Loan-to-Value Ratio is between 90.00% and 85.01% and (d) at least 12% of such balance if the Loan-to-Value Ratio is between 85.00% and 80.01%; if a Mortgage Loan is secured by a Mortgaged Property with a Loan-to-Value Ratio at origination in excess of 80%, such Mortgage Loan will be insured by a primary mortgage insurance policy, covering the amounts described

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above. To the best of the Company's knowledge, each such Primary Insurance Policy is in full force and effect and the Trustee is entitled to the benefits thereunder;

- (v) The issuers of the Primary Insurance Policies are insurance companies whose claims-paying abilities are currently acceptable to each Rating Agency;
- (vi) No more than 0.6% of the Group I Loans by aggregate Stated Principal Balance as of the Cut-off Date are secured by Mortgaged Properties located in any one zip code area in Virginia, and no more than 0.4% of the Group I Loans by aggregate Stated Principal Balance as of the Cut-off Date are secured by Mortgaged Properties located in any one zip code area outside Virginia; no more than 1.0% of the Group II Loans by aggregate Stated Principal Balance as of the Cut-off Date are secured by Mortgaged Properties located in any one zip code area in Massachusetts, and no more than 0.7% of the Group II Loans by aggregate Stated Principal Balance as of the Cut-off Date are secured by Mortgaged Properties located in any one zip code area outside Massachusetts; and no more than 0.5% of all of the Mortgage Loans by aggregate Stated Principal Balance as of the Cut-off Date are secured by Mortgaged Properties located in any one zip code area in Virginia, and no more than 0.4% of all of the Mortgage Loans by aggregate Stated Principal Balance as of the Cut-off Date are secured by Mortgaged Properties located in any one zip code area outside Virginia.
- (vii) The improvements upon the Mortgaged Properties are insured against loss by fire and other hazards as required by the Program Guide, including flood insurance if required under the National Flood Insurance Act of 1968, as amended. The Mortgage requires the Mortgagor to maintain such casualty insurance at the Mortgagor's expense, and on the Mortgagor's failure to do so, authorizes the holder of the Mortgage to obtain and maintain such insurance at the Mortgagor's expense and to seek reimbursement therefor from the Mortgagor;
- (viii) Immediately prior to the assignment of the Mortgage Loans to the Trustee, the Company had good title to, and was the sole owner of, each Mortgage Loan free and clear of any pledge, lien, encumbrance or security interest (other than rights to servicing and related compensation) and such assignment validly transfers ownership of the Mortgage Loans to the Trustee free and clear of any pledge, lien, encumbrance or security interest;
- (ix) No more than 46.03% of the Group I Loans by aggregate Stated Principal Balance as of the Cut-off Date were underwritten under a reduced loan documentation program, no more than 12.41% of the Group I Loans by aggregate Stated Principal Balance as of the Cut-off Date were underwritten under a no-stated income program, and no more than 11.63% of the Group I Loans by aggregate Stated Principal Balance as of the Cut-off Date were underwritten under a no income/no asset program; no more than 43.10% of the Group II Loans by aggregate Stated Principal Balance as of the Cut-off Date were underwritten under a reduced loan documentation program, no more than 14.30% of the Group II Loans by aggregate Stated Principal Balance as of the Cut-off Date were underwritten under a no-stated income program, and 14.18% of the Group II Loans were underwritten under a no income/no asset program; and no more than 45.03% of the Mortgage Loans by aggregate Stated Principal Balance as of the Cut-off Date were underwritten under a reduced loan documentation program, no more than 13.05% of the Mortgage Loans by aggregate Stated Principal Balance as of the Cut-off Date were underwritten under a no-stated income program, and no more than 12.5% of the Mortgage Loans were underwritten under a no income/no asset program;
- (x) Except with respect to no more than 10.75% of the Group I Loans by aggregate Stated Principal Balance as of the Cut-off Date, no more than 22.15% of the Group II Loans by aggregate Stated Principal Balance as of the Cut-off Date and no more than 14.62% of all of the Mortgage Loans by aggregate Stated Principal Balance as of the Cut-off Date, the Mortgagor represented in its loan application with respect to the related Mortgage Loan that the Mortgaged Property would be owner-occupied;
- (xi) None of the Mortgage Loans is a Buy-Down Mortgage Loan;
- (xii) Each Mortgage Loan constitutes a qualified mortgage under Section 860G(a)(3)(A) of the Code and Treasury Regulations Section 1.860G-2(a)(1), (2), (4), (5) and (6), without reliance on the provisions of Treasury Regulation Section 1.860G-2(a)(3) or Treasury Regulation Section 1.860G-2(f)(2) or any other provision that would allow a Mortgage Loan to be treated as a "qualified mortgage" notwithstanding its failure to meet the requirements of Section 860G(a)(3)(A) of the Code and Treasury Regulation Section 1.860G-2(a)(1), (2), (4), (5) and (6);
- (xiii) A policy of title insurance was effective as of the closing of each Mortgage Loan and is valid and binding and remains in full force and effect, unless the Mortgaged Properties are located in the State of Iowa and an attorney's certificate has been provided as described in the Program Guide;
- (xiv) No more than 0.15%, 0.16% and 0.15% of the Group I Loans, Group II Loans and all of the Mortgage Loans, respectively, by aggregate Stated Principal Balance as of the Cut-off Date are Cooperative Loans; with respect to a Mortgage Loan that is a Cooperative Loan, the Cooperative Stock that is pledged as security for the Mortgage Loan is held by a person as a tenant-stockholder (as defined in Section 216 of the Code) in a cooperative housing corporation (as defined in Section 216 of the Code);
- (xv) With respect to each Mortgage Loan originated under a "streamlined" Mortgage Loan program (through which no new or updated appraisals of Mortgaged Properties are obtained in connection with the refinancing thereof), the related Seller has represented that either (a) the value of the related Mortgaged Property as of the date the Mortgage Loan was originated was not less than the appraised value of such property at the time of origination of the refinanced Mortgage Loan or (b) the Loan-to-Value Ratio of the Mortgage Loan as of the date of origination of the Mortgage Loan generally meets the Company's underwriting guidelines;



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- (xvi) Interest on each Mortgage Loan is calculated on the basis of a 360-day year consisting of twelve 30-day months;
- (xvii) None of the Mortgage Loans contain in the related Mortgage File a Destroyed Mortgage Note;
- (xviii) None of the Mortgage Loans has been made to an International Borrower, and no such Mortgagor is a member of a foreign diplomatic mission with diplomatic rank;
- (xix) No Mortgage Loan provides for payments that are subject to reduction by withholding taxes levied by any foreign (non-United States) sovereign government; and
- (xx) None of the Mortgage Loans is an Additional Collateral Loan and none of the Mortgage Loans is a Pledged Asset Loan.

It is understood and agreed that the representations and warranties set forth in this Section 2.03(b) shall survive delivery of the respective Custodial Files to the Trustee or the Custodian.

Upon discovery by any of the Company, the Master Servicer, the Trustee or the Custodian of a breach of any of the representations and warranties set forth in this Section 2.03(b) that materially and adversely affects the interests of the Certificateholders in any Mortgage Loan, the party discovering such breach shall give prompt written notice to the other parties (the Custodian being so obligated under a Custodial Agreement); provided, however, that in the event of a breach of the representation and warranty set forth in Section 2.03(b)(xii), the party discovering such breach shall give such notice within five days of discovery. Within 90 days of its discovery or its receipt of notice of breach, the Company shall either (i) cure such breach in all material respects or (ii) purchase such Mortgage Loan from the Trust Fund at the Purchase Price and in the manner set forth in Section 2.02; provided that the Company shall have the option to substitute a Qualified Substitute Mortgage Loan or Loans for such Mortgage Loan if such substitution occurs within two years following the Closing Date; provided that if the omission or defect would cause the Mortgage Loan to be other than a "qualified mortgage" as defined in Section 860G(a)(3) of the Code, any such cure or repurchase must occur within 90 days from the date such breach was discovered. Any such substitution shall be effected by the Company under the same terms and conditions as provided in Section 2.04 for substitutions by Residential Funding. It is understood and agreed that the obligation of the Company to cure such breach or to so purchase or substitute for any Mortgage Loan as to which such a breach has occurred and is continuing shall constitute the sole remedy respecting such breach available to the Certificateholders or the Trustee on behalf of the Certificateholders.

Section 2.04 Representations and Warranties of Sellers. (See Section 2.04 of the Standard Terms)

Section 2.05 Execution and Authentication of Certificates/Issuance of Certificates Evidencing Interests in REMIC I and REMIC II.

The Trustee acknowledges the assignment to it of the Mortgage Loans and the delivery of the Custodial Files to it, or the Custodian on its behalf, subject to any exceptions noted, together with the assignment to it of all other assets included in the Trust Fund and/or the applicable REMIC, receipt of which is hereby acknowledged. Concurrently with such delivery and in exchange therefor, the Trustee, pursuant to the written request of the Company executed by an officer of the Company, has executed and caused to be authenticated and delivered to or upon the order of the Company (i) the Class R-I Certificates in authorized denominations which together with the Uncertificated REMIC I Regular Interests, evidence the beneficial interest in REMIC I and (ii) the Class R-II Certificates in authorized denominations which together with the Uncertificated REMIC II Regular Interests, evidence the beneficial interest in REMIC II.

Section 2.06 Conveyance of Uncertificated REMIC I Regular Interests and Uncertificated REMIC II Regular Interests; Acceptance by the Trustee.

The Company, as of the Closing Date, and concurrently with the execution and delivery hereof, does hereby assign without recourse all the right, title and interest of the Company in and to the Uncertificated REMIC I Regular Interests and the Uncertificated REMIC II Regular Interests to the Trustee for the benefit of the Holders of each Class of Certificates (other than the Class R-I, Class R-II and Class P Certificates). The Trustee acknowledges receipt of the Uncertificated REMIC I Regular Interests and Uncertificated REMIC II Regular Interests and declares that it holds and will hold the same in trust for the exclusive use and benefit of all present and future Holders of each Class of Certificates (other than the Class R-I, Class R-II and Class P Certificates). The rights of the Holders of each Class of Certificates (other than the Class R-I, Class R-II and Class P Certificates) to receive distributions from the proceeds of REMIC III in respect of such Classes, and all ownership interests of the Holders of such Classes in such distributions, shall be as set forth in this Agreement.

Section 2.07 Issuance of Certificates Evidencing Interest in REMIC III.

The Trustee acknowledges the assignment to it of the Uncertificated REMIC I Regular Interests and Uncertificated REMIC II Regular Interests and, concurrently therewith and in exchange therefor, pursuant to the written request of the Company executed by an officer of the Company, the Trustee has executed and caused to be authenticated and delivered to or upon the order of the Company, all Classes of Certificates (other than the Class R-I, Class R-II and Class P Certificates) in authorized denominations, which evidence the beneficial interest in the entire REMIC III.

Section 2.08 Purposes and Powers of the Trust. (See Section 2.08 of the Standard Terms).

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## ARTICLE III

## ADMINISTRATION AND SERVICING

## OF MORTGAGE LOANS

Section 3.01 Master Servicer to Act as Servicer. (See Section 3.01 of the Standard Terms)

Section 3.02 Subservicing Agreements Between Master Servicer and Subservicers; Enforcement of Subservicers' and Sellers' Obligations. (See Section 3.02 of the Standard Terms)

Section 3.03 Successor Subservicers. (See Section 3.03 of the Standard Terms)

Section 3.04 Liability of the Master Servicer. (See Section 3.04 of the Standard Terms)

Section 3.05 No Contractual Relationship Between Subservicer and Trustee or Certificateholders. (See Section 3.05 of the Standard Terms).

Section 3.06 Assumption or Termination of Subservicing Agreements by Trustee. (See Section 3.06 of the Standard Terms).

Section 3.07 Collection of Certain Mortgage Loan Payments; Deposits to Custodial Account.

(a) (See Section 3.07(a) of the Standard Terms)

(b) The Master Servicer shall establish and maintain a Custodial Account in which the Master Servicer shall deposit or cause to be deposited on a daily basis, except as otherwise specifically provided herein, the following payments and collections remitted by Subservicers or received by it in respect of the Mortgage Loans subsequent to the Cut-off Date (other than in respect of principal and interest on the Mortgage Loans due on or before the Cut-off Date):

(i) All payments on account of principal, including Principal Prepayments made by Mortgagors on the Mortgage Loans and the principal component of any Subservicer Advance or of any REO Proceeds received in connection with an REO Property for which an REO Disposition has occurred;

(ii) All payments on account of interest at the Adjusted Mortgage Rate on the Mortgage Loans, including Buydown Funds, if any, and the interest component of any Subservicer Advance or of any REO Proceeds received in connection with an REO Property for which an REO Disposition has occurred;

(iii) Insurance Proceeds, Subsequent Recoveries and Liquidation Proceeds (net of any related expenses of the Subservicer);

(iv) All proceeds of any Mortgage Loans purchased pursuant to Section 2.02, 2.03, 2.04 or 4.07 (including amounts received from Residential Funding pursuant to the last paragraph of Section 4 of the Assignment Agreement in respect of any liability, penalty or expense that resulted from a breach of the Compliance With Laws Representation and all amounts required to be deposited in connection with the substitution of a Qualified Substitute Mortgage Loan pursuant to Section 2.03 or 2.04;

(v) Any amounts required to be deposited pursuant to Section 3.07(c) or 3.21;

(vi) All amounts transferred from the Certificate Account to the Custodial Account in accordance with Section 4.02(a);

(vii) Any amounts realized by the Subservicer and received by the Master Servicer in respect of any Additional Collateral;

(viii) Any amounts received by the Master Servicer in respect of Pledged Assets; and

The foregoing requirements for deposit in the Custodial Account shall be exclusive, it being understood and agreed that, without limiting the generality of the foregoing, payments on the Mortgage Loans which are not part of the Trust Fund (consisting of payments in respect of principal and interest on the Mortgage Loans due on or before the Cut-off Date) and payments or collections in the nature of late payment charges or assumption fees may but need not be deposited by the Master Servicer in the Custodial Account. In the event any amount not required to be deposited in the Custodial Account is so deposited, the Master Servicer may at any time withdraw such amount from the Custodial Account, any provision herein to the contrary notwithstanding. Amounts received by the Master Servicer in connection with Prepayment Charges on the Prepayment Charge Loans shall be remitted by the Master Servicer, upon receipt thereof, to the Trustee and shall be deposited by the Trustee, upon the receipt thereof and written direction with respect thereto, into the Class P Reserve Account. The Custodial Account may contain funds that belong to one or more trust funds created for mortgage pass-through certificates of other series and may contain other funds respecting payments on Mortgage Loans belonging to the Master Servicer or serviced or master serviced by it on behalf of others. Notwithstanding such commingling of funds, the

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Master Servicer shall keep records that accurately reflect the funds on deposit in the Custodial Account that have been identified by it as being attributable to the Mortgage Loans.

With respect to Insurance Proceeds, Liquidation Proceeds, REO Proceeds and the proceeds of the purchase of any Mortgage Loan pursuant to Sections 2.02, 2.03, 2.04 and 4.07 received in any calendar month, the Master Servicer may elect to treat such amounts as included in the Available Distribution Amount for the Distribution Date in the month of receipt, but is not obligated to do so. If the Master Servicer so elects, such amounts will be deemed to have been received (and any related Realized Loss shall be deemed to have occurred) on the last day of the month prior to the receipt thereof.

(c) (See Section 3.07(c) of the Standard Terms)

(d) (See Section 3.07(d) of the Standard Terms)

(e) Notwithstanding Section 3.07(a), The Master Servicer shall not waive (or permit a Subservicer to waive) any Prepayment Charge unless: (i) the enforceability thereof shall have been limited by bankruptcy, insolvency, moratorium, receivership and other similar laws relating to creditors' rights generally, (ii) the enforcement thereof is illegal, or any local, state or federal agency has threatened legal action if the prepayment penalty is enforced, (iii) the collectability thereof shall have been limited due to acceleration in connection with a foreclosure or other involuntary payment or (iv) such waiver is standard and customary in servicing similar Mortgage Loans and relates to a default or a reasonably foreseeable default and would, in the reasonable judgment of the Master Servicer, maximize recovery of total proceeds taking into account the value of such Prepayment Charge and the related Mortgage Loan. In no event will the Master Servicer waive a Prepayment Charge in connection with a refinancing of a Mortgage Loan that is not related to a default or a reasonably foreseeable default. If a Prepayment Charge is waived, but does not meet the standards described above, then the Master Servicer is required to deposit into the Class P Reserve Account the amount of such waived Prepayment Charge at the time that the amount prepaid on the related Mortgage Loan is required to be deposited into the Custodial Account. Notwithstanding any other provisions of this Agreement, any payments made by the Master Servicer in respect of any waived Prepayment Charges pursuant to this Section shall be deemed to be paid outside of the Trust Fund and not part of any REMIC.

Section 3.08 Subservicing Accounts; Servicing Accounts. (See Section 3.08 of the Standard Terms)

Section 3.09 Access to Certain Documentation and Information Regarding the Mortgage Loans. (See Section 3.08 of the Standard Terms)

Section 3.10. Permitted Withdrawals from the Custodial Account. (See Section 3.10 of the Standard Terms)

Section 3.11. Maintenance of the Primary Insurance Policies; Collections Thereunder. (See Section 3.11 of the Standard Terms)

Section 3.12. Maintenance of Fire Insurance and Omissions and Fidelity Coverage. (See Section 3.12 of the Standard Terms)

Section 3.13. Enforcement of Due-on-Sale Clauses; Assumption and Modification Agreements; Certain Assignments. (See Section 3.13 of the Standard Terms)

Section 3.14. Realization Upon Defaulted Mortgage Loans. (See Section 3.14 of the Standard Terms)

Section 3.15. Trustee to Cooperate; Release of Mortgage Files. (See Section 3.15 of the Standard Terms)

Section 3.16. Servicing and Other Compensation; Compensating Interest.

(a) (See Section 3.16(a) of the Standard Terms)

(b) Additional servicing compensation in the form of assumption fees, late payment charges, investment income on amounts in the Custodial Account or the Certificate Account or otherwise (but not including Prepayment Charges) shall be retained by the Master Servicer or the Subservicer to the extent provided herein, subject to clause (e) below. Prepayment Charges shall be deposited into the Class P Reserve Account and shall be paid on each Distribution Date to the Holders of the Class P Certificates.

(c) (See Section 3.16(c) of the Standard Terms)

(d) (See Section 3.16(d) of the Standard Terms)

(e) (See Section 3.16(e) of the Standard Terms)

Section 3.17. Reports to the Trustee and the Company. (See Section 3.17 of the Standard Terms)

Section 3.18. Annual Statement as to Compliance. (See Section 3.18 of the Standard Terms)

Section 3.19. Annual Independent Public Accountants' Servicing Report. (See Section 3.19 of the Standard Terms)

Section 3.20. Rights of the Company in Respect of the Master Servicer. (See Section 3.20 of the Standard Terms)

Section 3.21. Administration of Buydown Funds. (See Section 3.21 of the Standard Terms)

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Section 3.22 Advance Facility. (See Section 3.22 of the Standard Terms)

## ARTICLE IV

## PAYMENTS TO CERTIFICATEHOLDERS

Section 4.01 Certificate Account. (See Section 4.01 of the Standard Terms).

Section 4.02 Distributions.

(a) On each Distribution Date the Master Servicer on behalf of the Trustee (or the Paying Agent appointed by the Trustee) shall distribute to the Master Servicer, in the case of a distribution pursuant to Section 4.02(a)(iii) below, and to each Certificateholder of record on the next preceding Record Date (other than as provided in Section 9.01 of the Standard Terms respecting the final distribution) either in immediately available funds (by wire transfer or otherwise) to the account of such Certificateholder at a bank or other entity having appropriate facilities therefor, if such Certificateholder has so notified the Master Servicer or the Paying Agent, as the case may be, or, if such Certificateholder has not so notified the Master Servicer or the Paying Agent by the Record Date, by check mailed to such Certificateholder at the address of such Holder appearing in the Certificate Register such Certificateholder's share (which share (A) with respect to each Class of Certificates (other than any Subclass of the Class A-V Certificates), shall be based on the aggregate of the Percentage Interests represented by Certificates of the applicable Class held by such Holder or (B) with respect to any Subclass of the Class A-V Certificates, shall be equal to the amount (if any) distributed pursuant to Section 4.02(a)(i) below to each Holder of a Subclass thereof) of the following amounts, in the following order of priority (subject to the provisions of Sections 4.02(b) through (g) and (n) below), in each case to the extent of the related Available Distribution Amount remaining, and further subject to the provisions of Section 4.02(a)(ii)(X) below with respect to Prepayment Charges, to the extent of Prepayment Charges on deposit in the Class P Reserve Account:

(i) (V) from the Available Distribution Amount related to Loan Group I together with the Yield Maintenance Payments which shall be applied in accordance with Sections 4.02(g) and 4.09, to the Holders of the Group I Senior Certificates (other than the Class I-A-P Certificates and Class P Certificates and prior to the Accretion Termination Date, the Accrual Certificates to the extent of the Accrual Distribution Amount) Accrued Certificate Interest on such Classes of Certificates (or Subclasses, if any, with respect to the Class I-A-V Certificates) for such Distribution Date, plus any Accrued Certificate Interest thereon remaining unpaid from any previous Distribution Date except as provided in the last paragraph of this Section 4.02(a);

(W) from the Available Distribution Amount related to Loan Group II, to the Holders of the Group II Senior Certificates (other than the Class II-A-P Certificates) Accrued Certificate Interest on such Classes of Certificates (or Subclasses, if any, with respect to the Class II-A-V Certificates) for such Distribution Date, plus any Accrued Certificate Interest thereon remaining unpaid from any previous Distribution Date except as provided in the last paragraph of this Section 4.02(a);

(ii) (W) to the Class I-A-P Certificates from the Available Distribution Amounts from Loan Group I and to the Class II-A-P Certificates from the Available Distribution Amounts for Loan Group II, the Class A-P Principal Distribution Amount for the related Loan Group (applied to reduce the Certificate Principal Balance of the related Class A-P Certificates);

(X) to the Class P Certificates, the Prepayment Charges on deposit in the Class P Reserve Account;

(Y) prior to the Accretion Termination Date, the Accrual Distribution Amount, in the priority and amount set forth in Section 4.02(b)(ii); and

(Z) to the Senior Certificates (other than the Class A-P, Class I-A-6, Class I-A-8 and Class A-V Certificates) of each Certificate Group, from the Available Distribution Amount for the related Loan Group in the priorities and amounts set forth in Sections 4.02(b) and 4.02(c), the sum of the following (applied to reduce the Certificate Principal Balances of such Senior Certificates, as applicable):

(A) the related Senior Percentage for such Distribution Date and Loan Group, as applicable, times the sum of the following:

(1) the principal portion of each Monthly Payment due during the related Due Period on each Outstanding Mortgage Loan in the related Loan Group (other than the related Discount Fraction of the principal portion of such payment with respect to a Discount Mortgage Loan, if any), whether or not received on or prior to the related Determination Date, minus the principal portion of any Debt Service Reduction (other than the related Discount Fraction of the principal portion of such Debt Service Reductions with respect to each Discount Mortgage Loan, if any) which together with other Bankruptcy Losses exceeds the related Bankruptcy Amount;

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(2) the Stated Principal Balance of any Mortgage Loan in the related Loan Group repurchased during the preceding calendar month (or deemed to have been so repurchased in accordance with Section 3.07(b) of the Standard Terms) pursuant to Section 2.02, 2.03, 2.04 or 4.07 and the amount of any shortfall deposited in the Custodial Account in connection with the substitution of a Deleted Mortgage Loan in such Loan Group pursuant to Section 2.03 or 2.04 during the preceding calendar month (other than the related Discount Fraction of such Stated Principal Balance or shortfall with respect to each Discount Mortgage Loan, if any); and

(3) the principal portion of all other unscheduled collections (other than Principal Prepayments in Full and Curtailments and amounts received in connection with a Cash Liquidation or REO Disposition of a Mortgage Loan described in Section 4.02(a)(ii)(Z)(B) of this Series Supplement, including without limitation Insurance Proceeds, Liquidation Proceeds and REO Proceeds) with respect to the related Loan Group, including Subsequent Recoveries, received during the preceding calendar month (or deemed to have been so received in accordance with Section 3.07(b) of the Standard Terms) to the extent applied by the Master Servicer as recoveries of principal of the related Mortgage Loan pursuant to Section 3.14 of the Standard Terms (other than the related Discount Fraction of the principal portion of such unscheduled collections, with respect to each Discount Mortgage Loan, if any, in the related Loan Group);

(B) with respect to each Mortgage Loan in the related Loan Group for which a Cash Liquidation or a REO Disposition occurred during the preceding calendar month (or was deemed to have occurred during such period in accordance with Section 3.07(b) of the Standard Terms) and did not result in any Excess Special Hazard Losses, Excess Fraud Losses, Excess Bankruptcy Losses or Extraordinary Losses, an amount equal to the lesser of (a) the related Senior Percentage for such Distribution Date times the Stated Principal Balance of such Mortgage Loan (other than the related Discount Fraction of such Stated Principal Balance, with respect to each Discount Mortgage Loan) and (b) the related Senior Accelerated Distribution Percentage for such Distribution Date times the related unscheduled collections (including without limitation Insurance Proceeds, Liquidation Proceeds and REO Proceeds) to the extent applied by the Master Servicer as recoveries of principal of the related Mortgage Loan pursuant to Section 3.14 of the Standard Terms (in each case other than the portion of such unscheduled collections, with respect to a Discount Mortgage Loan, included in clause (C) of the definition of Class A-P Principal Distribution Amount);.

(C) the related Senior Accelerated Distribution Percentage for such Distribution Date times the aggregate of all Principal Prepayments in Full with respect to the related Loan Group received in the related Prepayment Period and Curtailments with respect to the related Loan Group received in the preceding calendar month (other than the related Discount Fraction of such Principal Prepayments in Full and Curtailments, with respect to each Discount Mortgage Loan in the related Loan Group);

(D) any portion of the Excess Subordinate Principal Amount for such Distribution Date allocated with respect to such Loan Group; and

(E) amounts allocated to the related Certificate Group, as applicable, pursuant to Section 4.02(m); and

(F) any amounts described in subsection (ii)(Z), clauses (A), (B) and (C) of this Section 4.02(a), as determined for any previous Distribution Date, which remain unpaid after application of amounts previously distributed pursuant to this clause (F) to the extent that such amounts are not attributable to Realized Losses which have been allocated to the Subordinate Certificates; minus;

(G) the related Capitalization Reimbursement Amount for such Distribution Date, other than the related Discount Fraction of any portion of that amount related to each Discount Mortgage Loan, if any, in the related Loan Group, multiplied by a fraction, the numerator of which is the Senior Principal Distribution Amount, without giving effect to this clause (G), and the denominator of which is the sum of the principal distribution amounts for all Classes of related Certificates other than the related Class A-P Certificates, payable from the Available Distribution Amount for the related Loan Group without giving effect to any reductions for the Capitalization Reimbursement Amount;

(iii) if the Certificate Principal Balances of the Subordinate Certificates have not been reduced to zero, to the Master Servicer or a Subservicer, by remitting for deposit to the Custodial Account, to the extent of and in reimbursement for any Advances or Subservicer Advances previously made with respect to any related Mortgage Loan or REO Property which remain unreimbursed in whole or in part following the Cash Liquidation or REO Disposition of such Mortgage Loan or REO Property, minus any such Advances that were made with respect to delinquencies that ultimately constituted Excess Special Hazard Losses, Excess Fraud Losses, Excess Bankruptcy Losses or Extraordinary Losses;

(iv) to the Holders of the Class M-1 Certificates, the Accrued Certificate Interest thereon for such Distribution Date, plus any Accrued Certificate Interest thereon remaining unpaid from any previous Distribution Date, except as provided below;

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- (v) to the Holders of the Class M-1 Certificates, an amount equal to (x) the Subordinate Principal Distribution Amount for such Class of Certificates for each Loan Group for such Distribution Date, minus (y) the amount of any Class A-P Collection Shortfalls for such Distribution Date or remaining unpaid for all previous Distribution Dates, to the extent the amounts available pursuant to clause (x) of Sections 4.02(a)(vii), (ix), (xi), (xiii), (xiv) and (xv) of this Series Supplement are insufficient therefor, applied in reduction of the Certificate Principal Balance of the Class M-1 Certificates;
- (vi) to the Holders of the Class M-2 Certificates, the Accrued Certificate Interest thereon for such Distribution Date, plus any Accrued Certificate Interest thereon remaining unpaid from any previous Distribution Date, except as provided below;
- (vii) to the Holders of the Class M-2 Certificates, an amount equal to (x) the Subordinate Principal Distribution Amount for such Class of Certificates for each Loan Group for such Distribution Date, minus (y) the amount of any Class A-P Collection Shortfalls for such Distribution Date or remaining unpaid for all previous Distribution Dates, to the extent the amounts available pursuant to clause (x) of Sections 4.02(a)(ix), (xi), (xiii), (xiv) and (xv) are insufficient therefor, applied in reduction of the Certificate Principal Balance of the Class M-2 Certificates;
- (viii) to the Holders of the Class M-3 Certificates, the Accrued Certificate Interest thereon for such Distribution Date, plus any Accrued Certificate Interest thereon remaining unpaid from any previous Distribution Date, except as provided below;
- (ix) to the Holders of the Class M-3 Certificates, an amount equal to (x) the Subordinate Principal Distribution Amount for such Class of Certificates for each Loan Group for such Distribution Date minus (y) the amount of any Class A-P Collection Shortfalls for such Distribution Date or remaining unpaid for all previous Distribution Dates, to the extent the amounts available pursuant to clause (x) of Sections 4.02(a)(xi), (xiii), (xiv) and (xv) are insufficient therefor, applied in reduction of the Certificate Principal Balance of the Class M-3 Certificates;
- (x) to the Holders of the Class B-1 Certificates, the Accrued Certificate Interest thereon for such Distribution Date, plus any Accrued Certificate Interest thereon remaining unpaid from any previous Distribution Date, except as provided below;
- (xi) to the Holders of the Class B-1 Certificates, an amount equal to (x) the Subordinate Principal Distribution Amount for such Class of Certificates for each Loan Group for such Distribution Date minus (y) the amount of any Class A-P Collection Shortfalls for such Distribution Date or remaining unpaid for all previous Distribution Dates, to the extent the amounts available pursuant to clause (x) of Sections 4.02(a)(xiii), (xiv) and (xv) are insufficient therefor, applied in reduction of the Certificate Principal Balance of the Class B-1 Certificates;
- (xii) to the Holders of the Class B-2 Certificates, as applicable, the Accrued Certificate Interest thereon for such Distribution Date, plus any Accrued Certificate Interest thereon remaining unpaid from any previous Distribution Date, except as provided below;
- (xiii) to the Holders of the Class B-2 Certificates, an amount equal to (x) the Subordinate Principal Distribution Amount for such Class of Certificates for each Loan Group for such Distribution Date minus (y) the amount of any Class A-P Collection Shortfalls for such Distribution Date or remaining unpaid for all previous Distribution Dates, to the extent the amounts available pursuant to clause (x) of Sections 4.02(a)(xiv) and (xv) are insufficient therefor, applied in reduction of the Certificate Principal Balance of the Class B-2 Certificates;
- (xiv) to the Holders of the Class B-3 Certificates, an amount equal to (x) the Accrued Certificate Interest thereon for such Distribution Date, plus any Accrued Certificate Interest thereon remaining unpaid from any previous Distribution Date, except as provided below, minus (y) the amount of any Class A-P Collection Shortfalls for such Distribution Date or remaining unpaid for all previous Distribution Dates, to the extent the amounts available pursuant to clause (x) of Section 4.02(a)(xv) are insufficient therefor;
- (xv) to the Holders of the Class B-3 Certificates, an amount equal to (x) the Subordinate Principal Distribution Amount for such Class of Certificates for each Loan Group for such Distribution Date minus (y) the amount of any Class A-P Collection Shortfalls for such Distribution Date or remaining unpaid for all previous Distribution Dates applied in reduction of the Certificate Principal Balance of the Class B-3 Certificates;
- (xvi) to the Senior Certificates, on a pro rata basis in accordance with their respective outstanding Certificate Principal Balances, the portion, if any, of the Available Distribution Amounts for the related Loan Group remaining after the foregoing distributions, applied to reduce the Certificate Principal Balances of such Senior Certificates, but in no event more than the aggregate of the outstanding Certificate Principal Balances of each such Class of Senior Certificates, and thereafter, to each Class of Subordinate Certificates then outstanding beginning with such Class with the Highest Priority, any portion of the related Available Distribution Amounts remaining after the related Senior Certificates have been retired, applied to reduce the Certificate Principal Balance of each such Class of Subordinate Certificates, but in no event more than the outstanding Certificate Principal Balance of each such Class of Subordinate Certificates; and
- (xvii) to the Class R-I Certificates, the balance, if any, of the Available Distribution Amounts for both Loan Groups.

Notwithstanding the foregoing, on any Distribution Date, with respect to the Class of Subordinate Certificates outstanding on such Distribution Date with the Lowest Priority, or

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in the event the Subordinate Certificates are no longer outstanding, the related Senior Certificates, Accrued Certificate Interest thereon remaining unpaid from any previous Distribution Date will be distributable only to the extent that (1) a shortfall in the amounts available to pay Accrued Certificate Interest on any Class of Certificates results from an interest rate reduction in connection with a Servicing Modification, or (2) such unpaid Accrued Certificate Interest was attributable to interest shortfalls relating to the failure of the Master Servicer to make any required Advance, or the determination by the Master Servicer that any proposed Advance would be a Nonrecoverable Advance with respect to the related Mortgage Loan where such Mortgage Loan has not yet been the subject of a Cash Liquidation or REO Disposition or the related Liquidation Proceeds, Insurance Proceeds and REO Proceeds have not yet been distributed to the Certificateholders.

(b) For the Group I Senior Certificates, prior to the occurrence of the Credit Support Depletion Date:

(i) the Class A-P Principal Distribution Amount for Loan Group I shall be distributed to the Class I-A-P Certificates until the Certificate Principal Balance thereof has been reduced to zero;

(ii) an amount equal to the Accrual Distribution Amount shall be distributed first to the Class I-A-5 Certificates until the Certificate Principal Balance thereof has been reduced to the Targeted Principal Balance for the Class I-A-5 Certificates for that Distribution Date, and second to the Class I-A-7 Certificates until the Certificate Principal Balance thereof has been reduced to the Targeted Principal Balance for the Class I-A-7 Certificates for that Distribution Date; and

(iii) the Senior Principal Distribution Amount for Loan Group I shall be distributed in the following manner and priority:

(A) first, to the Class R-I Certificates, until the Certificate Principal Balance thereof has been reduced to zero;

(B) second, to the Class P Certificates, until the Certificate Principal Balance thereof has been reduced to zero;

(C) third, the balance of the Senior Principal Distribution Amount for Loan Group I remaining after the distributions, if any, described in clauses (b)(iii)(A) and (B) above shall be distributed in the following manner and priority:

(1) first, to the Class I-A-4 Certificates and Class I-A-9 Certificates, on a pro rata basis in accordance with their respective Certificate Principal Balances, until the Certificate Principal Balances of those Classes have been reduced to zero, in an amount equal to the Lockout Amount; provided, however, that if the aggregate of the amounts set forth in clauses (A), (B), (C), (D), (E) and (F) (net of amounts set forth in clause (G) of Section 4.02(a)(ii)(Z)) with respect to Loan Group I is more than the balance of the Available Distribution Amount for Loan Group I remaining after the Senior Interest Distribution Amount, the Class A-P Principal Distribution Amount for Loan Group I and the Accrual Distribution Amount have been distributed, the amount paid to the Class I-A-4 Certificates and Class I-A-9 Certificates pursuant to this clause (b)(iii)(C)(1) shall be reduced by an amount equal to the Lockout Certificates' pro rata share of such difference relative to the aggregate Certificate Principal Balance of all of the Group I Senior Certificates, other than the Class I-A-P Certificates;

(2) second, to the Class I-A-1 Certificates and Class I-A-2 Certificates, sequentially, in that order, until the aggregate Certificate Principal Balance thereof has been reduced to the Aggregate Planned Principal Balance for the Class I-A-1 Certificates and Class I-A-2 Certificates for that Distribution Date;

(3) third, to the Class I-A-5 Certificates, until the Certificate Principal Balance thereof, after taking into account the distribution of the Accrual Distribution Amount, has been reduced to the Targeted Principal Balance for the Class I-A-5 Certificates for that Distribution Date;

(4) fourth, to the Class I-A-7 Certificates, until the Certificate Principal Balance thereof, after taking into account the distribution of the Accrual Distribution Amount, has been reduced to the Targeted Principal Balance for the Class I-A-7 Certificates for that Distribution Date;

(5) fifth, to the Class I-A-3 Certificates, until the Certificate Principal Balance thereof has been reduced to zero;

(6) sixth, to the Class I-A-7 Certificates without regard to the Targeted Principal Balance for the Class I-A-7 Certificates for that Distribution Date, until the Certificate Principal Balance thereof has been reduced to zero;

(7) seventh, to the Class I-A-5 Certificates without regard to the Targeted Principal Balance for the Class I-A-5 Certificates for that Distribution Date, until the Certificate Principal Balance thereof has been reduced to zero;

(8) eighth, to the Class I-A-1 Certificates and Class I-A-2 Certificates, sequentially, in that order, without regard to the Aggregate Planned Principal Balance for the Class I-A-1 Certificates and Class I-A-2 Certificates for that Distribution Date, until the Certificate Principal Balance thereof has been reduced to zero; and

(9) ninth, to the Class I-A-4 Certificates and Class I-A-9 Certificates, on a pro rata basis in accordance with their respective Certificate Principal Balances, in each case until the Certificate Principal Balance thereof has been

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reduced to zero.

(c) For the Group II Senior Certificates, prior to the occurrence of the Credit Support Depletion Date:

(i) the Class A-P Principal Distribution Amount for Loan Group II shall be distributed to the Class II-A-P Certificates until the Certificate Principal Balance thereof has been reduced to zero, and

(ii) an amount equal to the Senior Principal Distribution Amount for Loan Group II shall be distributed as follows:

(A) first, to the Class R-II Certificates and Class R-III Certificates, on a pro rata basis in accordance with their respective Certificate Principal Balances, in each case, until the Certificate Principal Balance thereof has been reduced to zero; and

(B) second, to the Class II-A-1 Certificates and Class II-A-2 Certificates, on a pro rata basis in accordance with their respective Certificate Principal Balances, in each case, until the Certificate Principal Balances of those Classes have been reduced to zero.

(d) Notwithstanding Section 4.02(b) or (c), on or after the Credit Support Depletion Date, an amount equal to the related Class A-P Principal Distribution Amount or Class A-P Principal Distribution Amounts, as applicable, will be distributed to the related Class A-P Certificates, and then the applicable Senior Principal Distribution Amount or Senior Principal Distribution Amounts will be distributed to the related remaining Senior Certificates (other than the Class A-P Certificates) pro rata in accordance with their respective outstanding Certificate Principal Balances.

(e) After the reduction of the Certificate Principal Balances of all Classes of Senior Certificates of a Certificate Group (other than the related Class A-P Certificates) to zero but prior to the Credit Support Depletion Date, such Senior Certificates (other than the related Class A-P Certificates) will be entitled to no further distributions of principal thereon and the applicable Available Distribution Amount will be distributed solely to the Holders of the related Class A-P Certificates, the related Class A-V Certificates and the Subordinate Certificates, in each case as described herein.

(f) In addition to the foregoing distributions, with respect to any Subsequent Recoveries, the Master Servicer shall deposit such funds into the Custodial Account pursuant to Section 3.07(b)(iii) of the Standard Terms. If, after taking into account such Subsequent Recoveries, the amount of a Realized Loss is reduced, the amount of such Subsequent Recoveries will be applied to increase the Certificate Principal Balance of the Class of Subordinate Certificates with a Certificate Principal Balance greater than zero with the highest payment priority to which Realized Losses, other than Excess Bankruptcy Losses, Excess Fraud Losses, Excess Special Hazard Losses and Extraordinary Losses, have been allocated, but not by more than the amount of Realized Losses previously allocated to that Class of Certificates pursuant to Section 4.05. The amount of any remaining Subsequent Recoveries will be applied to increase from zero the Certificate Principal Balance of the Class of Certificates with the next lower payment priority, up to the amount of Realized Losses previously allocated to that Class of Certificates pursuant to Section 4.05. Any remaining Subsequent Recoveries will in turn be applied to increase from zero the Certificate Principal Balance of the Class of Certificates with the next lower payment priority up to the amount of Realized Losses previously allocated to that Class of Certificates pursuant to Section 4.05, and so on. Holders of such Certificates will not be entitled to any payment in respect of Accrued Certificate Interest on the amount of such increases for any Interest Accrual Period preceding the Interest Accrual Period that relates to the Distribution Date on which such increase occurs. Any such increases shall be applied to the Certificate Principal Balance of each Certificate of such Class in accordance with its respective Percentage Interest.

(g) On each Distribution Date, (i) the related Yield Maintenance Payment will be distributed to the Class I-A-5 Certificates and Class I-A-7 Certificates as part of the Accrued Certificate Interest thereon and (ii) the related Yield Maintenance Agreement Excess Amount will be released from the related Reserve Fund and paid to Deutsche Bank Securities Inc.

(h) Each distribution with respect to a Book-Entry Certificate shall be paid to the Depository, as Holder thereof, and the Depository shall be solely responsible for crediting the amount of such distribution to the accounts of its Depository Participants in accordance with its normal procedures. Each Depository Participant shall be responsible for disbursing such distribution to the Certificate Owners that it represents and to each indirect participating brokerage firm (a "brokerage firm") for which it acts as agent. Each brokerage firm shall be responsible for disbursing funds to the Certificate Owners that it represents. None of the Trustee, the Certificate Registrar, the Company or the Master Servicer shall have any responsibility therefor.

(i) Except as otherwise provided in Section 9.01 of the Standard Terms, if the Master Servicer anticipates that a final distribution with respect to any Class of Certificates will be made on a future Distribution Date, the Master Servicer shall, no later than 40 days prior to such final Distribution Date, notify the Trustee and the Trustee shall, not earlier than the 15th day and not later than the 25th day of the month next preceding the month of such final distribution, distribute, or cause to be distributed, to each Holder of such Class of Certificates a notice to the effect that: (i) the Trustee anticipates that the final distribution with respect to such Class of Certificates will be made on such Distribution Date but only upon presentation and surrender of such Certificates at the office of the Trustee or as otherwise specified therein, and (ii) no interest shall accrue on such Certificates from and after the end of the related Interest Accrual Period. In the event that Certificateholders required to surrender their Certificates pursuant to Section 9.01(c) do not surrender their Certificates for final cancellation,



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the Trustee shall cause funds distributable with respect to such Certificates to be withdrawn from the Certificate Account and credited to a separate escrow account for the benefit of such Certificateholders as provided in Section 9.01(d).

(j) On any Distribution Date prior to the occurrence of the Credit Support Depletion Date that occurs after the reduction of the aggregate Certificate Principal Balance of the Senior Certificates relating to a Loan Group to zero, the outstanding Senior Certificates related to the other Loan Group will be entitled to receive 100% of the mortgagor prepayments on the Mortgage Loans in the Loan Group related to the Senior Certificates that have been reduced to zero. Such amounts shall be treated as part of the related Available Distribution Amount and distributed as part of the related Senior Principal Distribution Amount in accordance with the priorities set forth in Section 4.02(b) or 4.02(c) above, as applicable, in reduction of such Certificate Principal Balances. Notwithstanding the foregoing, remaining Senior Certificates relating to either Loan Group will not be entitled to receive mortgagor prepayments on the Mortgage Loans in the Loan Groups related to the Senior Certificates that have been reduced to zero if the following two conditions are satisfied: (1) the weighted average of the Subordinate Percentages for both Loan Group I and Loan Group II for such Distribution Date, weighted on the basis of the Stated Principal Balances of the Mortgage Loans in the related Loan Group, is at least two times the weighted average of the initial Subordinate Percentages of both such Loan Groups, calculated on that basis and (2) the outstanding principal balance of the Mortgage Loans in both such Loan Groups delinquent 60 days or more averaged over the last six months, as a percentage of the aggregate outstanding Certificate Principal Balance of the Class M Certificates and Class B Certificates, is less than 50%.

(k) For any Undercollateralized Certificate Group relating to Loan Group I or Loan Group II on any Distribution Date prior to the Credit Support Depletion Date (1) 100% of the mortgagor prepayments allocable to the Class M Certificates and Class B Certificates on the Mortgage Loans in the non-related Loan Group will be distributed to such Undercollateralized Certificate Group in accordance with the priorities set forth in Section 4.02(b) or 4.02(c) above, in reduction of the Certificate Principal Balance of such Undercollateralized Certificate Group, until such Certificate Principal Balance equals the aggregate Stated Principal Balance of the Mortgage Loans in the related Loan Group and (2) an amount equal to one month's interest at a rate of (i) 6.00% per annum if such undercollateralized Senior Certificates are Group I Senior Certificates, or (ii) 6.75% per annum if such undercollateralized Senior Certificates are Group II Senior Certificates, on the amount of such difference will be distributed, pro rata, from that portion of the Available Distribution Amount for the non-related Loan Group that would be otherwise allocable to the Class M Certificates and Class B Certificates, in the following priority: first to pay any unpaid interest on such Undercollateralized Certificate Group, pro rata, and then to pay principal thereon in the manner described in clause (1) above.

(l) On each Distribution Date preceding the Accretion Termination Date, the Accrued Certificate Interest that would otherwise be distributed to the Class I-A-3 Certificates will be added to the Certificate Principal Balance of the Class I-A-3 Certificates and will be distributed to the Holders of the Class I-A-5 Certificates and Class I-A-7 Certificates as distributions of principal pursuant to Section 4.02(b)(ii) in reduction of the Certificate Principal Balances thereof. The amount that is added to the Certificate Principal Balance of the Class I-A-3 Certificates will accrue interest at a rate of 6.00% per annum. On each Distribution Date on or after the related Accretion Termination Date, the entire Accrued Certificate Interest on the Class I-A-3 Certificates for such date will be payable to the Holders of the Class I-A-3 Certificates, as interest, to the extent not required to be paid to the Class I-A-5 Certificates and Class I-A-7 Certificates in order to fully reduce the aggregate Certificate Principal Balance of the Class I-A-5 Certificates and Class I-A-7 Certificates to its Targeted Principal Balance for the Accretion Termination Date; provided, however, that if the Accretion Termination Date is the Credit Support Depletion Date, the entire Accrual Distribution Amount for such date will be payable as interest to the Holders of the Class I-A-3 Certificates.

Section 4.03 Statements to Certificateholders; Statements to the Rating Agencies; Exchange Act Reporting. (See Section 4.03 of the Standard Terms)

Section 4.04 Distribution of Reports to the Trustee and the Company; Advances by the Master Servicer. (See Section 4.04 of the Standard Terms)

Section 4.05 Allocation of Realized Losses.

Prior to each Distribution Date, the Master Servicer shall determine the total amount of Realized Losses, if any, that resulted from any Cash Liquidation, Servicing Modification, Debt Service Reduction, Deficient Valuation or REO Disposition that occurred during the related Prepayment Period or, in the case of a Servicing Modification that constitutes a reduction of the interest rate on a Mortgage Loan, the amount of the reduction in the interest portion of the Monthly Payment due during the related Due Period. The amount of each Realized Loss shall be evidenced by an Officers' Certificate. All Realized Losses on Mortgage Loans, other than Excess Special Hazard Losses, Extraordinary Losses, Excess Bankruptcy Losses or Excess Fraud Losses, shall be allocated to the Certificates as follows: first, to the Class B-3 Certificates until the Certificate Principal Balance thereof has been reduced to zero; second, to the Class B-2 Certificates until the Certificate Principal Balance thereof has been reduced to zero; third, to the Class B-1 Certificates until the Certificate Principal Balance thereof has been reduced to zero; fourth, to the Class M-3 Certificates until the Certificate Principal Balance thereof has been reduced to zero; fifth, to the Class M-2 Certificates until the Certificate Principal Balance thereof has been reduced to zero; sixth, to the Class M-1 Certificates until the Certificate Principal Balance thereof has been reduced to zero; and, thereafter, if any Realized Loss is on a Discount Mortgage Loan, to the related Class A-P Certificates in an amount equal to the related Discount Fraction of the principal portion of the Realized Loss until the Certificate Principal Balance of such Class A-P Certificates has been reduced to zero, and the remainder of such Realized Losses on the Discount Mortgage Loans in the related Loan

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Group and the entire amount of such Realized Losses on Non-Discount Mortgage Loans in the related Loan Group will be allocated among (i) the Group I Senior Certificates (other than the Class I-A-P Certificates) in the case of a Group I Loan on a pro rata basis, provided, however, that such losses otherwise allocable to the Class I-A-2 Certificates in an amount, in the aggregate, up to \$4,005,000 and Class I-A-4 Certificates in an amount, in the aggregate, up to \$2,706,000 will be allocated to the Class I-A-9 Certificates until the Certificate Principal Balance of the Class I-A-9 Certificates has been reduced to zero, (ii) the Group II Senior Certificates (other than the Class II-A-P Certificates), in the case of a Group II Loan, on a pro rata basis, provided, however, that such losses otherwise allocable to the Class II-A-1 Certificates will be allocated to the Class II-A-2 Certificates until the Certificate Principal Balance of the Class II-A-2 Certificates has been reduced to zero.

The related Senior Percentage of any Excess Special Hazard Losses, Excess Fraud Losses, Excess Bankruptcy Losses, Extraordinary Losses or other losses of a type not covered by subordination on Non-Discount Mortgage Loans will be allocated on a pro rata basis among the related Senior Certificates (other than the related Class A-P Certificates), and the remainder of such losses will be allocated on a pro rata basis among the Class M Certificates and Class B Certificates.

The principal portion of any Excess Special Hazard Losses, Excess Bankruptcy Losses, Excess Fraud Losses and Extraordinary Losses on Discount Mortgage Loans will be allocated to the related Class A-P Certificates in an amount equal to the related Discount Fraction thereof, and the related Senior Percentage of the remainder of the losses on Discount Mortgage Loans will be allocated on a pro rata basis among the related Senior Certificates (other than the Class A-P Certificates), as applicable, and thereafter, the remaining amount of such losses will be allocated on a pro rata basis among the Class M Certificates and Class B Certificates.

As used herein, an allocation of a Realized Loss on a "pro rata basis" among two or more specified Classes of Certificates means an allocation on a pro rata basis, among the various Classes so specified, to each such Class of Certificates on the basis of their then outstanding Certificate Principal Balances prior to giving effect to distributions to be made on such Distribution Date in the case of the principal portion of a Realized Loss or based on the Accrued Certificate Interest thereon payable from the related Loan Group in respect of such Distribution Date (without regard to any Compensating Interest allocated to the Available Distribution Amount of such Loan Group for such Distribution Date) in the case of an interest portion of a Realized Loss. Except as provided in the following sentence, any allocation of the principal portion of Realized Losses (other than Debt Service Reductions) to a Class of Certificates shall be made by reducing the Certificate Principal Balance thereof by the amount so allocated, which allocation shall be deemed to have occurred on such Distribution Date; provided that no such reduction shall reduce the aggregate Certificate Principal Balance of the Certificates in the Certificate Group related to a Loan Group, below the aggregate Stated Principal Balance of the Mortgage Loans in the related Loan Group. Any allocation of the principal portion of Realized Losses (other than Debt Service Reductions) to the Subordinate Certificates then outstanding with the Lowest Priority shall be made by operation of the definition of "Certificate Principal Balance" and by operation of the provisions of Section 4.02(a). Allocations of the interest portions of Realized Losses (other than any interest rate reduction resulting from a Servicing Modification) shall be made in proportion to the amount of Accrued Certificate Interest and by operation of the definition of "Accrued Certificate Interest" and by operation of the provisions of Section 4.02(a). Allocations of the interest portion of a Realized Loss resulting from an interest rate reduction in connection with a Servicing Modification shall be made by operation of the provisions of Section 4.02(a). Allocations of the principal portion of Debt Service Reductions shall be made by operation of the provisions of Section 4.02(a). All Realized Losses and all other losses allocated to a Class of Certificates hereunder will be allocated among the Certificates of such Class in proportion to the Percentage Interests evidenced thereby; provided that if any Subclasses of the Class A-V Certificates have been issued pursuant to Section 5.01(c) of the Standard Terms, such Realized Losses and other losses allocated to the Class A-V Certificates shall be allocated among such Subclasses in proportion to the respective amounts of Accrued Certificate Interest payable on such Distribution Date that would have resulted absent such reductions.

Section 4.06 Reports of Foreclosures and Abandonment of Mortgaged Property. (See Section 4.06 of the Standard Terms)

Section 4.07 Optional Purchase of Defaulted Mortgage Loans. (See Section 4.07 of the Standard Terms)

Section 4.08 Surety Bond. (See Section 4.08 of the Standard Terms)

Section 4.09 Yield Maintenance Agreements Reserve Funds

(a) On or before the Closing Date, the Trustee shall establish a Reserve Fund on behalf of the Holders of each of the Class I-A-5 and Class I-A-7 Certificates. Each Reserve Fund must be an Eligible Account. Each Reserve Fund shall be entitled "Reserve Fund, Deutsche Bank Trust Company Americas as Trustee for the benefit of holders of Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2007-QS7", with the additional designation of "Class I-A-5 Certificates" or "Class I-A-7 Certificates", as applicable. The Trustee shall deposit in each such Reserve Fund all payments received by it from the Yield Maintenance Agreement Provider pursuant to the related Yield Maintenance Agreement and shall enforce its rights under each such Yield Maintenance Agreement. On each Distribution Date, the Trustee shall remit amounts received by it from the Yield Maintenance Agreement Provider to the Holders of the Class I-A-5 and Class I-A-7 Certificates, as applicable, in the manner provided in Section 4.02(g) as it is directed by the Master Servicer.

(b) Each of the Reserve Funds is an "outside reserve fund" within the meaning of Treasury Regulations 1.860G-2(h) and shall be an asset of the Trust Fund but not an asset of any 2007-QS7 REMIC. The Trustee on behalf of the Trust shall be the nominal owner of each such Reserve Fund. Deutsche Bank Securities Inc. shall be the beneficial owner of the

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Reserve Funds, subject to the power of the Trustee to distribute amounts under Section 4.02(g). Amounts in the Reserve Funds shall be held uninvested in a trust account of the Trustee with no liability for interest or other compensation thereon.

(c) It is intended that the portion of the Trust Fund consisting of the Trust Fund's interest in each of the Yield Maintenance Agreements be classified for federal income tax purposes as a grantor trust under Subpart E, part I of subchapter J of chapter 1 of the Code, of which Deutsche Bank Securities Inc. is owner, rather than a partnership, an association taxable as a corporation or a taxable mortgage pool; and the powers granted and obligations undertaken in this Agreement shall be construed so as to further such intent.

(d) The REMIC Administrator shall prepare or cause to be prepared all of the Tax Returns that it determines are required with respect to the portion of the Trust Fund classified as a grantor trust as noted in Section 4.09(c) and deliver such Tax Returns in a timely manner to the Trustee, and if required by applicable law the Trustee is directed to and shall sign and file such Tax Returns in a timely manner. The expenses of preparing such returns shall be borne by the REMIC Administrator without any right of reimbursement therefor. The REMIC Administrator agrees to indemnify and hold harmless the Trustee with respect to any tax or liability arising from the Trustee's signing of such Tax Returns that contain errors or omissions. The Trustee and the Master Servicer shall promptly provide the REMIC Administrator with such information as the REMIC Administrator may from time to time request for the purpose of enabling the REMIC Administrator to prepare such Tax Returns.

(e) Each Class I-A-5 Certificateholder and Class I-A-7 Certificateholder shall provide the appropriate tax certification to the Trustee and any Paying Agent to enable the Trustee or any Paying Agent to make payments on the Class I-A-5 Certificates and Class I-A-7 Certificates without withholding or backup withholding taxes. Each Class I-A-5 Certificateholder and Class I-A-7 Certificateholder agrees to update or replace such form or certification in accordance with its terms or its subsequent amendments and consents to the delivery by the Trustee or any Paying Agent to the Yield Maintenance Agreement Provider of any such certification. Such certification may include Form W-8BEN, Form W-8IMY, Form W-9 or Form W-8ECI or any successors to such IRS forms. Any purported sales or transfers of any Class I-A-5 Certificate and Class I-A-7 Certificate to a transferee which does not comply with these requirements shall be deemed null and void under the Agreement. The Trustee, if requested, shall deliver any such certification or similar certification received by it from Deutsche Bank Securities Inc. to the Yield Maintenance Agreement Provider. Neither the Trustee nor any Paying Agent shall be liable for the completeness, accuracy, content or truthfulness of any such tax certification provided to it or for the failure of any certifying party to provide any such required tax certification. The Trustee shall only be required to forward any tax certification received by it to the Yield Maintenance Agreement Provider at the last known address provided to it, and shall not be liable for the receipt of such tax certification by the Yield Maintenance Agreement Provider, nor any failure of the Yield Maintenance Agreement Provider to process such certification or to take any action as required under the related Yield Maintenance Agreement or under applicable law. Neither the Trustee nor any Paying Agent shall have a duty to take action to correct any misstatement or omission in any tax certification provided to it and forwarded to the Yield Maintenance Agreement Provider.

(f) The Trustee, on behalf of the portion of the Trust Fund classified as a grantor trust as noted in Section 4.09(c), upon receipt of the requisite tax identification number from the appropriate taxing authority, (i) shall execute, if required, and deliver a United States Internal Revenue Service Form W-9 or successor applicable form, or other appropriate United States tax forms as may be required to prevent withholding or backup withholding taxes on payments by the Yield Maintenance Agreement Provider under each Yield Maintenance Agreement, to the Yield Maintenance Agreement Provider on or before the later of (A) the first payment date under the related Yield Maintenance Agreement and (B) the date the Trustee receives the tax identification number, and thereafter prior to the expiration or obsolescence of such previously delivered form if the Trustee is notified in writing or otherwise has actual knowledge thereof and (ii) shall, if requested by the Yield Maintenance Agreement Provider, deliver to the Yield Maintenance Agreement Provider promptly upon receipt each certification received from any Class I-A-5 Certificateholder, Class I-A-7 Certificateholder and Deutsche Bank Securities Inc. pursuant to Section 4.09(e). If such tax identification number is obtained by the REMIC Administrator, the Form W-9 or equivalent form as required shall be executed, if required, and delivered by the REMIC Administrator to the same extent as set forth in the foregoing sentence, if permitted by applicable law.

#### Section 4.10 Class P Reserve Fund

(a) The Trustee shall establish a Class P Reserve Account on behalf of the Holders of the Class P Certificates. The Class P Reserve Account must be an Eligible Account. The Class P Reserve Account shall be entitled "Class P Reserve Account, Deutsche Bank Trust Company Americas, as Trustee for the benefit of Holders of Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2007-QS7," (the "Class P Reserve Account"). All amounts received by the Master Servicer in connection with Prepayment Charges on the Prepayment Charge Loans shall be deposited by the Master Servicer into the Class P Reserve Account upon receipt thereof. Funds on deposit in the Class P Reserve Account shall be held in trust by the Trustee for the Holder of the Class P Certificates. Amounts on deposit in the Class P Reserve Account shall be held and remain uninvested, and the Trustee shall have no liability for interest or other compensation therein.

(b) On each Distribution Date, the Master Servicer on behalf of the Trustee (or the Paying Agent appointed by the Trustee) shall withdraw the amount then on deposit in the Class P Reserve Account representing Prepayment Charges in respect of the Prepayment Charge Loans received after the immediately preceding Distribution Date, and distribute such amounts to the Holders of the Class P Certificates in accordance with Section 4.02(a)(ii)(X).

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ARTICLE V

THE CERTIFICATES

(SEE ARTICLE V OF THE STANDARD TERMS)

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ARTICLE VI

THE COMPANY AND THE MASTER SERVICER

(SEE ARTICLE VI OF THE STANDARD TERMS)

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ARTICLE VII

DEFAULT

(SEE ARTICLE VII OF THE STANDARD TERMS)

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ARTICLE VIII

CONCERNING THE TRUSTEE

(SEE ARTICLE VIII OF THE STANDARD TERMS)

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ARTICLE IX

TERMINATION OR OPTIONAL PURCHASE OF ALL CERTIFICATES

Section 9.01 Optional Purchase by the Master Servicer of All Certificates;  
Termination Upon Purchase by the Master Servicer or Liquidation of All Mortgage Loans.

- (a) (See Section 9.01(a) of the Standard Terms).
- (b) (See Section 9.01(b) of the Standard Terms).
- (c) (See Section 9.01(c) of the Standard Terms).
- (d) (See Section 9.01(d) of the Standard Terms).
- (e) (See Section 9.01(e) of the Standard Terms).

(f) Upon termination of the Trust Fund pursuant to this Section 9.01, the Trustee on behalf of the Trust Fund shall, under documents prepared by the Master Servicer or Holders of the Class Class I-A-5 and Class I-A-7 Certificates, assign without recourse, representation or warranty all the right, title and interest of the Trustee and the Trust Fund in and to the Class I-A-5 Yield Maintenance Agreement and Class I-A-7 Yield Maintenance Agreement to Deutsche Bank Securities Inc.

Section 9.02 Additional Termination Requirements. (See Section 9.02 of the Standard Terms).

Section 9.03 Termination of Multiple REMICs. (See Section 9.03 of the Standard Terms).

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## ARTICLE X

## REMIC PROVISIONS

Section 10.01 REMIC Administration. (See Section 10.01 of the Standard Terms)

Section 10.02 Master Servicer; REMIC Administrator and Trustee Indemnification. (See Section 10.02 of the Standard Terms)

Section 10.03 Designation of REMICs.

The REMIC Administrator shall make an election to treat the entire segregated pool of assets described in the definition of REMIC I, and subject to this Agreement (including the Mortgage Loans) as a REMIC ("REMIC I") for federal income tax purposes. The REMIC Administrator shall make an election to treat the entire segregated pool of assets comprised of the Uncertificated REMIC I Regular Interests as a REMIC ("REMIC II") for federal income tax purposes. The REMIC Administrator shall make an election to treat the entire segregated pool of assets comprised of the Uncertificated REMIC II Regular Interests as a REMIC ("REMIC III") for federal income tax purposes.

The Uncertificated REMIC I Regular Interests will be "regular interests" in REMIC I and the Class R-I Certificates will be the sole class of "residual interests" in REMIC I for purposes of the REMIC Provisions (as defined herein) under the federal income tax law. The Uncertificated REMIC II Regular Interests will be "regular interests" in REMIC II and the Class R-II Certificates will be the sole class of "residual interests" in REMIC II for purposes of the REMIC Provisions (as defined herein) under the federal income tax law.

The Class I-A-1, Class I-A-2, Class I-A-3, Class I-A-4, Class I-A-5 (exclusive of any rights to payment of amounts received pursuant to the Class I-A-5 Yield Maintenance Agreement), Class I-A-6, Class I-A-7 (exclusive of any rights to payment of amounts received pursuant to the Class I-A-7 Yield Maintenance Agreement), Class I-A-8, Class I-A-9, Class I-A-P, Class I-A-V, Class II-A-1, Class II-A-2, Class II-A-P, Class II-A-V, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2 and Class B-3 Certificates and the Uncertificated REMIC III Regular Interests Z, the rights in and to which will be represented by the related Class A-V Certificates, will be "regular interests" in REMIC III, and the Class R-III Certificates will be the sole class of "residual interests" therein for purposes of the REMIC Provisions (as defined herein) under federal income tax law. On and after the date of issuance of any Subclass of related Class A-V Certificates pursuant to Section 5.01(c) of the Standard Terms, any such Subclass will represent the Uncertificated REMIC III Regular Interest or Interests Z specified by the initial Holder of the related Class A-V Certificates pursuant to said Section. The Class P Certificates will not represent ownership of an interest in any REMIC.

Section 10.04 Distributions on the Uncertificated REMIC I and REMIC II Regular Interests.

(a) On each Distribution Date the Trustee shall be deemed to distribute to itself, as the Holder of the Uncertificated REMIC I Regular Interests, the Uncertificated REMIC I Distribution Amount in the amounts and with the priorities set forth in the definition thereof.

(b) On each Distribution Date the Trustee shall be deemed to distribute to itself, as the Holder of the Uncertificated REMIC II Regular Interests, the amounts deemed received by REMIC II in respect of distributions on the Uncertificated REMIC I Regular Interests (the "Uncertificated REMIC II Regular Interest Distribution Amounts") in the following order of priority to the extent of the related Available Distribution Amount, as reduced by distributions made to the Class R-II Certificates pursuant to Section 4.02(a):

(i) Uncertificated Accrued Interest on the Uncertificated REMIC II Regular Interests for such Distribution Date, plus any Uncertificated Accrued Interest thereon remaining unpaid from any previous Distribution Date; and

(ii) In accordance with the priorities set forth in Section 10.04(c), amounts equal to the sums of the amounts in respect of principal distributable on each Class of Certificates (other than the Class R-I, Class R-II and Class P Certificates) under Section 4.02(a), as allocated thereto pursuant to Section 4.02(b).

(c) The amount described in Section 10.04(b)(ii) shall be deemed distributed to (i) Uncertificated REMIC II Regular Interest U, (ii) Uncertificated REMIC II Regular Interest V, (iii) Uncertificated REMIC II Regular Interest W, (iv) Uncertificated REMIC II Regular Interest X, (v) Uncertificated REMIC II Regular Interest Y, (vi) Uncertificated REMIC II Regular Interest I-A-P-M, (vii) Uncertificated REMIC II Regular Interest II-A-P-M, and (viii) Uncertificated REMIC II Regular Interests Z, with the amount to be distributed allocated among such interests in accordance with the priority assigned to each Related Class of Certificates under Section 4.02(b) until the Uncertificated Principal Balance of each such interest is reduced to zero.

(d) The amounts described in Section 10.04(b)(ii) shall be deemed distributed by REMIC II to REMIC III in accordance with the priority assigned to the Uncertificated REMIC II Regular Interests relative to that assigned to the Certificates under Section 4.02(b).

(e) In determining from time to time the Uncertificated REMIC I Regular Interest Distribution Amounts, Uncertificated REMIC II Regular Interest Distribution Amounts and Uncertificated REMIC III Regular Interest Distribution Amounts:

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(i) Realized Losses allocated to the Class I-A-V and Class II-A-V Certificates under Section 4.05 shall be deemed allocated to the Uncertificated REMIC III Regular Interests Z1 and Uncertificated REMIC III Regular Interests Z2, respectively, pro rata according to the respective amounts of Uncertificated Accrued Interest that would have accrued on such Uncertificated REMIC III Regular Interests Z for the Distribution Date for which such allocation is being made in the absence of such allocation;

(ii) Realized Losses allocated to the Class I-A-P Certificates under Section 4.05 shall be deemed allocated to Uncertificated REMIC II Regular Interest I-A-P-M;

(iii) Realized Losses allocated to the Class II-A-P Certificates under Section 4.05 shall be deemed allocated to Uncertificated REMIC II Regular Interest II-A-P-M;

(iv) Realized Losses allocated to the Class I-A-1, Class I-A-2, Class I-A-3, Class I-A-4 and Class I-A-9 Certificates under Section 4.05 shall be deemed allocated to Uncertificated REMIC II Regular Interest U;

(v) Realized Losses allocated to the Class I-A-5 Certificates and Class I-A-6 Certificates under Section 4.05 shall be deemed allocated to Uncertificated REMIC II Regular Interest V;

(vi) Realized Losses allocated to the Class I-A-7 and Class I-A-8 Certificates under Section 4.05 shall be deemed allocated to Uncertificated REMIC II Regular Interest W;

(ix) Realized Losses allocated to the Class II-A-1, Class II-A-2 and Class R-III Certificates under Section 4.05 shall be deemed allocated to Uncertificated REMIC II Regular Interest X;

(x) Realized Losses allocated to the Class M-1, Class M-2, Class M-3, Class B-1, Class B-2 and Class B-3 Certificates under Section 4.05 shall be deemed allocated to Uncertificated REMIC II Regular Interest Y;

(xi) Realized Losses deemed allocated to the Uncertificated REMIC III Regular Interests Z under clause (i), above, shall be deemed allocated, in each case, to the related Uncertificated REMIC II Regular Interest Z, as applicable;

(xii) Realized Losses deemed allocated to the Uncertificated REMIC II Regular Interests Z under clause (xi), above, shall be deemed allocated, in each case, to the related Uncertificated REMIC I Regular Interest Z;

(xiii) Realized Losses deemed allocated to the Uncertificated REMIC II Regular Interest I-A-P-M under clause (ii), above, shall be deemed allocated to the Uncertificated REMIC I Regular Interest I-A-P-L;

(xiv) Realized Losses deemed allocated to the Uncertificated REMIC II Regular Interest II-A-P-M under clause (iii), above, shall be deemed allocated to the Uncertificated REMIC I Regular Interest II-A-P-L; and

(xv) Realized Losses on each Loan Group shall be deemed allocated to the Uncertificated REMIC I Regular Interests X-I, Y-I, X-II and Y-II as follows: (1) the interest portion of Realized Losses on Group I Loans, if any, less any such amounts deemed allocated to the Uncertificated REMIC I Regular Interests Z1 under clause (xii), above, shall be allocated among the Uncertificated REMIC I Regular Interests X-I and Y-I, pro rata according to the amount of interest accrued but unpaid thereon, in reduction thereof; (2) the interest portion of Realized Losses on Group II Loans, if any, less any such amounts deemed allocated to the Uncertificated REMIC I Regular Interests Z2 under clause (xii), above, shall be allocated among the Uncertificated REMIC I Regular Interests X-II and Y-II, pro rata according to the amount of interest accrued but unpaid thereon, in reduction thereof. Any interest portion of such Realized Losses in excess of the amount allocated pursuant to the preceding sentence shall be treated as a principal portion of Realized Losses not attributable to any specific Mortgage Loan in such Loan Group and allocated pursuant to the succeeding sentences. The principal portion of Realized Losses with respect to each Loan Group shall be allocated to the Uncertificated REMIC I Regular Interests X-I, Y-I, X-II and Y-II, as follows: (1) the principal portion of Realized Losses on Group I Loans, less any such amounts deemed allocated to the Uncertificated REMIC I Regular Interest I-A-P-L under clause (xiii), above, shall be allocated, first, to Uncertificated REMIC I Regular Interest X-I, to the extent of the REMIC I X-I Principal Reduction Amount in reduction of the Uncertificated Principal Balance thereof, and second, the remainder, if any, of such principal portion of such Realized Losses shall be allocated to the Uncertificated REMIC I Regular Interest Y-I in reduction of the Uncertificated Principal Balance thereof; and (2) the principal portion of Realized Losses on Group II Loans, less any such amounts deemed allocated to the Uncertificated REMIC I Regular Interest II-A-P-L under clause (xiv), above, shall be allocated, first, to the Uncertificated REMIC I Regular Interest X-II to the extent of the REMIC I X-II Principal Reduction Amount in reduction of the Uncertificated Principal Balance thereof, and second, the remainder, if any, of such principal portion of such Realized Losses shall be allocated to the Uncertificated REMIC I Regular Interest Y-II in reduction of the Uncertificated Principal Balance thereof.

(f) On each Distribution Date the Trustee shall be deemed to distribute from REMIC III, in the priority set forth in Sections 4.02(a) and (b), to the Holders of each Class of Certificates (other than the Class R-I Certificates and the Class R-II Certificates) the Uncertificated REMIC II Regular Interest Distribution Amounts deemed to have been received by REMIC III from REMIC II under this Section 10.04. The amounts deemed distributed hereunder with respect to a Class of Class A-V Certificates shall be deemed to have been distributed in respect of the related Uncertificated REMIC III Regular Interests Z in accordance with their respective

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Uncertificated REMIC III Regular Interests Z Distribution Amounts, as such  
 Uncertificated REMIC III Regular Interests Z comprise the related Class A-V  
 Certificates.

(g) Notwithstanding the deemed distributions on the Uncertificated REMIC I Regular Interests and Uncertificated REMIC II Regular Interests described in this Section 10.04, distributions of funds from the Certificate Account shall be made only in accordance with Section 4.02.

#### Section 10.05 Compliance with Withholding Requirements.

Notwithstanding any other provision of this Agreement, the Trustee or any Paying Agent, as applicable, shall comply with all federal withholding requirements respecting payments to Certificateholders, including interest or original issue discount payments or advances thereof that the Trustee or any Paying Agent, as applicable, reasonably believes are applicable under the Code. The consent of Certificateholders shall not be required for such withholding. In the event the Trustee or any Paying Agent, as applicable, does withhold any amount from interest or original issue discount payments or advances thereof to any Certificateholder pursuant to federal withholding requirements, the Trustee or any Paying Agent, as applicable, shall indicate the amount withheld to such Certificateholder pursuant to the terms of such requirements.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

Section 11.01 Amendment. (See Section 11.01 of the Standard Terms)

Section 11.02 Recordation of Agreement; Counterparts. (See Section 11.02 of the Standard Terms)

Section 11.03 Limitation on Rights of Certificateholders. (See Section 11.03 of the Standard Terms)

Section 11.04 Governing Law. (See Section 11.04 of the Standard Terms)

Section 11.05 Notices. All demands and notices hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail, postage prepaid (except for notices to the Trustee which shall be deemed to have been duly given only when received), to the appropriate address for each recipient listed in the table below or, in each case, such other address as may hereafter be furnished in writing to the Master Servicer, the Trustee and the Company, as applicable:

RECIPIENT	ADDRESS
Company	8400 Normandale Lake Boulevard Suite 250, Minneapolis, Minnesota 55437, Attention: President
Master Servicer	2255 N. Ontario Street, Suite 400 Burbank, California 91504-2130, Attention: Managing Director/Master Servicing
Trustee	1761 East St. Andrew Place Santa Ana, California 92705-4934, Attention: Residential Accredited Loans, Inc. Series 2007-QS7  The Trustee designates its offices located at DB Services Tennessee, 648 Grassmere Park Road, Nashville, TN 37211-3658 Attn: Transfer Unit, for the purposes of Section 8.12 of the Standard Terms
Moody's Investors Service, Inc.	99 Church Street, 4th Floor New York, New York 10004
Fitch Ratings	One State Street Plaza New York, New York 10041
Standard & Poor's Ratings Services	55 Water Street, 40th Floor New York, NY 10041-0003

5/19/2014

[www.sec.gov/Archives/edgar/data/1396664/000139666407000005/qs7ssfinal.htm](http://www.sec.gov/Archives/edgar/data/1396664/000139666407000005/qs7ssfinal.htm)

Any notice required or permitted to be mailed to a Certificateholder shall be given by first class mail, postage prepaid, at the address of such holder as shown in the Certificate Register. Any notice so mailed within the time prescribed in this Agreement shall be conclusively presumed to have been duly given, whether or not the Certificateholder receives such notice.

Section 11.06 Required Notices to Rating Agency and Subservicer. (See Section 11.06 of the Standard Terms)

Section 11.07 Severability of Provisions. (See Section 11.07 of the Standard Terms)

Section 11.08 Supplemental Provisions for Resecuritization. (See Section 11.08 of the Standard Terms)

Section 11.09 Allocation of Voting Rights.

95.0% of all of the Voting Rights shall be allocated among Holders of Certificates, other than the Interest Only Certificates and Residual Certificates, in proportion to their then outstanding Certificate Principal Balances, 1.0% of all Voting Rights will be allocated among the Holders of the Class I-A-6 Certificates, 1.0% of all Voting Rights will be allocated among the Holders of the Class I-A-8 Certificates, 1.0% of all Voting Rights will be allocated among the Holders of the Class I-A-V Certificates, 1.0% of all Voting Rights will be allocated among the Holders of the Class II-A-V Certificates, and 0.33%, 0.33% and 0.34% of all Voting Rights will be allocated among the Holders of the Class R-I, Class R-II and Class R-III Certificates, respectively, in proportion to the Percentage Interests.

Section 11.010 No Petition.

The Depositor, Master Servicer and the Trustee, by entering into this Agreement, and each Certificateholder, by accepting a Certificate, hereby covenant and agree that they will not at any time institute against the Trust Fund, or join in any institution against the Trust Fund of, any bankruptcy proceedings under any United States federal or state bankruptcy or similar law in connection with any obligation with respect to the Certificates or this Agreement.

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IN WITNESS WHEREOF, the Company, the Master Servicer and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective seals, duly attested, to be hereunto affixed, all as of the day and year first above written.

RESIDENTIAL ACCREDIT LOANS, INC.

By: /s/Heather Anderson  
Name: Heather Anderson  
Title: Vice President

RESIDENTIAL FUNDING COMPANY, LLC

By: /s/Marguerite Steffes  
Name: Marguerite Steffes  
Title: Associate

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: /s/Karlene Benvenuto  
Name: Karlene Benvenuto  
Title: Authorized

By: /s/Amy Stoddard  
Name: Amy Stoddard  
Title: Authorized Signer